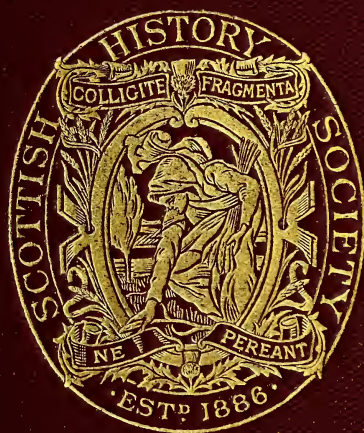


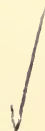
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SELECTIONS FROM THE RECORDS OF  
THE REGALTY OF MELROSE  
VOL.  
I

NOVEMBER 1914



# SELECTIONS FROM THE RECORDS OF THE REGALTY OF MELROSE

1605-1661

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## INTRODUCTION

THE Records of the Regality Court of Melrose dealt with in these volumes bring before us the operation of the system of heritable jurisdiction in Scotland at a time when its powers were waning. Little or no trace has come down to us of the earlier proceedings of the Court in which the Abbot, doubtless invested with larger powers, dealt with the temporal affairs of the Monastery, but the system of government which is illustrated in these pages is one which ran its course through many centuries, and its traces are not yet obliterated in Scotland. It is therefore appropriate that we should give a brief introductory survey of its origin and its gradual development down to its practical extinction in 1747.

Towards the end of the third century of our era we note the earliest movement into the Roman Empire of these bands of invaders of northern or eastern origin, whose incursions grew in frequency and magnitude as the foundations of the older civilisation decayed, until they not only overwhelmed Italy, but, gradually moving across central Europe, obtained a hold on Britain.

The leaders of those invading tribes divided among themselves the territories which they subjugated; and each in his turn subdivided his lands among his soldiers and others who became his vassals or feudatories. In the *Leges Barbarorum*, or codes of the laws of these tribes or nations, we have a compendium of their legislation with reference to the conquered; and in the *Styles of Marculfus*, written about the year 660, we have the germs of our early English and Scottish writs and

charters. Among these styles, for example, will be found the grant to a duke or count of certain jurisdiction, requiring him to administer equal justice to all within his sphere; a bond of indemnity by a feudal lord to one who has killed another at his instigation; and the form of sale of a serf.<sup>1</sup> The right of possession acquired by these vassals became known by the new term 'Feudum,' *anglicé*, fee.

Although there are grounds for believing that there were seats of jurisdiction with heritable rights and vassalage in pre-Norman times, we must allow that the introduction of the feudal system into Britain at the time of the Norman Conquest is probably the earliest authenticated source of formal judicial administration in respect of territorial possessions, as what preceded it was more of the communal character. On Anglo-Saxon times we cannot dwell.

The Roman 'villa,' according to some authorities, was the archetype of the manor and barony.<sup>2</sup> Not only was the English manor formed after the pattern of the Norman barony, which had a Roman origin, but the same features were exhibited in the Scottish barony and regality when the feudal system made its impress upon the south and south-west of Scotland on the establishment of English settlers or knights under the patronage of Scottish sovereigns.

In modern parlance we understand a 'villa' to mean a mere residence, but among the Romans it represented a large landed estate held by some lord or great magnate in whom were vested extensive powers.

Two enclosed courts surrounded the residence of the proprietor. The outer one contained the dwelling of the manorial or baronial officer, the common kitchen where

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<sup>1</sup> Marculfus, *Formulae*, I. c. 8; II. c. 18 and c. 22.

<sup>2</sup> So Seebohm and others. Many scholars, however, assign to the manor a Germanic origin.

the slaves cooked their food and performed their work, granaries and cellars where the produce of the estate was stored, cells where the slaves slept, and underground dungeons where they might be put in chains. The inner circle or court contained the stables and live stock. Outside the enclosed area the land was worked by the slaves. Besides these slaves there were freemen, holders of allotments of land, who paid tribute to their lord in corn and other produce.<sup>1</sup>

Parallel in many respects to the Roman Villa is the English Manor in early times, which has been described as a territorial unit with judicial courts and local customs.

A suggestive survey gives its main features as follows :

(1) Castles and buildings in the demesne within and without the moat, with gardens, curtilages, dovecotes, fish-ponds, fields, and *culturae* with a certain number of acres of arable land in each culture of meadow and pasture.

(2) Common pasture outside the demesne, on which the lord could place a limited number of beasts, with parks and demesne woods to cultivate and reclaim.

(3) Woods outside the demesne, in which others have common rights with pannage, herbage, honey and all other issues of the forests, woods, moors, heaths, and wastes.

(4) Mills having a monopoly of grinding (thirlage) for the tenants at fixed charges; fish-ponds, rivers, and fisheries, several and common.

(5) Pleas and perquisites belonging to the county, manor, and forest courts.

(6) Churches belonging to the lord's advowson with heriots, fairs, markets, tolls and day works, services, foreign customs, and gifts, liberties, wardships, reliefs, and yearly fees.

(7) Free tenants holding by socage, military service,

<sup>1</sup> For a fuller account of the villa, see authorities quoted by Seebohm, *The English Village Community*, p. 263 *et seq.*

fee farm, or 'in eleemosyna,' by charter or not, and doing suit at the lord's court.

(8) Villein tenants, their tallage, day work, customary duties, and rents.

(9) The officials, being the steward of the manor, the *præpositus*, and the bailiff.

In formal terms a manor has been described as 'an estate forming both a possessory and an administrative unit, with a hall as its administrative centre, having certain lands retained by its owner in his own hands and other portions holden of him by tenants, who were bound by custom to do rent and service to the lord.'<sup>1</sup>

A Scottish barony or regality resembled the English manor in all points of constitution. Subinfeudation was restricted in England by Charter 9 Henry III., which provided 'that no man should either grant or sell land without reserving sufficient to answer the demands of his lord'; and by the Statute *Quia Emptores*, 18 Edward I., it was enacted that 'from henceforth it shall be lawful to every free man to sell at his own pleasure his lands . . . provided nevertheless that the feoffee [subvassal] do hold the same . . . of the chief lord of the same fee.' New manors could only be created by the Crown, and held of the sovereign, but Scotland continued the granting of subfeus.<sup>2</sup>

The learned contributions of the late Professor Maitland, chiefly published by the Selden Society, and the valuable work now being done by the Manorial Society, which is printing the forms, court rolls, and court books of the Lords of the Manor in England, afford a great deal of information regarding courts of heritable jurisdiction which cannot be obtained from Scottish records.

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<sup>1</sup> Hone, *The Manor and Manorial Records*, Preface, p. vi.

<sup>2</sup> For further information on the history of the feudal system, we refer to Sir Thomas Craig, *Jus Feudale*, and Walter Ross, *Lectures on Conveyancing*, vol. ii.

It appears that at an early period after the introduction of the feudal system the Scottish lord or chieftain owning estate approximately equivalent to the English manor became known as a baron, but the origin of the title is altogether obscure.<sup>1</sup> The earliest mention of a baron in Scotland that has come to our knowledge is contained in the Charter of David I. (dating from 1124) giving the lands of Annandale to Robert Bruce.<sup>2</sup> In a grant by David to Dunfermline, executed in 1125, we have barons mentioned together with earls.<sup>3</sup>

The powers of barony courts extended to the disposal of civil questions and bloodwits or lesser crimes, fines being exacted, sentences of imprisonment passed, and, even in some cases, when expressed in the grant under which they were constituted, capital punishment might be inflicted. It has, however, to be kept in view that these courts with all their powers were the outcome of a composite and gradual evolution during several centuries when lawlessness was more or less prevalent. Such terms as lord of regality, baron, sheriff, steward, etc., are hardly capable of rigid definition as they were more or less subject to a process of change. What might be at one time a rude custom would sooner or later develop into a more formal practice, with laws and regulations of control. While, therefore, adopting generally the strict definitions of our institutional writers, we have to keep in view the elastic character of all these offices.

The development of a lavish system of granting heritable jurisdiction to favoured vassals latterly led to great abuses, for the lower courts were parcelled out among the Lords of Regality and Barons, and even sheriffships were

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<sup>1</sup> Playfair, *Baronage*, vol. viii. p. 1.

<sup>2</sup> *Nat. MSS., Scotland*, vol. i., No. xx., extracted from Duchy of Lancaster Charters, box A, No. 115.

<sup>3</sup> *Register of Dunfermline*, No. 23.



frequently vested by heritable succession in the great landowners. This kind of grant arose at an early date and was not soon checked as in England. It is found in its fullest and most objectionable form 'in the charter by Robert Bruce to his nephew Thomas Randolph of the Earldom of Moray, where even the ancient free boroughs of the Kingdom are included within the king's grant to his favoured tenant *in capite*.'<sup>1</sup> This system led to the overlapping of judgments, conflict between the courts and even with the Crown. Finally, under the Heritable Jurisdiction Act already referred to, the powers of these courts were restricted and the administration of the law fell more directly under the control of the Supreme Courts and the Crown. A large sum was then paid to the holders as compensation for the loss of revenue.

The barony courts, as later known, even when they had the privilege of capital punishment, were not of the same extent and importance as the courts of a judge ordinary, such as a sheriff, steward, bailie of royalty, regality or burgh: the barons were subordinate to the sheriff and other judges ordinary within whose jurisdiction the lands lay. Their decreets could not be executed by hornings, but only by poindings and corporal punishment. Their courts were not courts of record in which writs could be registered, so that no recorded deeds in barony court proceedings have been preserved.<sup>2</sup>

Though resting under more restrictions than other courts, the barony courts had on the other hand this advantage, that all the profits, fines, and other emoluments belonged to the baron himself. Sheriffs, stewards, and bailies of royalty, as they presided over royal courts, were accountable to the sovereign alone. The bailies of regality, like the baron courts, were not accountable to any one for

<sup>1</sup> Cosmo Innes, *Legal Antiquities*, p. 40; Shaw, *Moray*, Appendix, p. 421.

<sup>2</sup> Stair, *Institutes* (More's edition, 1832), ii., 3.63, p. 241.

their ingatherings, because though they held royal courts the Crown had specially gifted the profits of the court to the vassal by the charter of erection of the regality. A grant of regality covered much higher powers than that of a baron, although it might chance, subsequent to the period when barons became peers of the kingdom, that a lord of regality or his bailie was not a titled superior.

A regality has therefore been described as 'a separate little kingdom carved out of the realm, where a great man was indulged with a gift of supreme authority';<sup>1</sup> or, again, the lord of regality has been defined as a magistrate who had a grant of lands from the sovereign with royal jurisdiction annexed thereto.<sup>2</sup> In other words, it was a grant under which the sovereign devolved all his royal rights upon the grantee, including the power to exercise capital punishment and the power to deal with all crimes except treason. The civil jurisdiction of the lord of regality was thus often equal to that of the sheriff, his criminal jurisdiction to that of the justiciary, as it included the four points or pleas of the Crown and every crime except treason.

The powers of the lord of regality were so extensive that he had even the right to appear before the sheriff or justiciar and demand that any culprit who dwelt within his jurisdiction should be sent back to be judged and dealt with by him. He was, however, obliged to find caution that he would do justice within a year and a day on the malefactor whom he repledged. This caution was called 'Culreach.'<sup>3</sup>

The constitution of a regality is illustrated in the letters of bailliary by the Abbot of Melrose in 1535, given

<sup>1</sup> Hill Burton, *History of Scotland*, vol. viii. p. 516.

<sup>2</sup> Erskine, *Principles* (Professor Rankine's 21st edition), p. 36.

<sup>3</sup> *Quoniam attach.*, chap. viii. par. 7; Skene's edition, *Regiam Majestatem* (1774), p. 146.

below, which defines the functions and powers of the Court at that period.<sup>1</sup>

Letters of Bailliary by Andro, abbot of the Abbey of Melrose and Convent of the same, whereby in consideration of the King's Grace having taken the Abbey lands and tenants under his special protection, supply, maintenance, defence and safeguard,<sup>2</sup> they make, constitute and ordain their said sovereign lord the King's Grace their special protector, defender and baillie of the said Abbey lands and of all manner of lands, rents, and possessions pertaining thereto for all the days of his Grace's life: Giving, granting and committing to his Highness power for them and in their names and on their behalf to set baillie Courts, make suits to be called, absents to amerciate, trespassers to punish, unlaws, amerciements and escheats to raise, uplift and inbring, and if need be to poind and distrenzie for the same and for the mails, fairs, and profits of the said lands, to repledge the tenants and inhabitants before whatever judge or judges spiritual or temporal they be attached, caution for justice to be ministrat to give and find, and deputes under his Grace in the said office for execution of justice therein, with clerk, serjeant, dempstar and all other officers and members of Court needful to make, create, ordain, and cause to be sworn: Providing always that the said Deputes be one of their own household men or tenants of the said Abbey as shall please them and their successors for the time: The mails, etc., of said lands to ask, receive, and intromit with by his said deputes and officers, make discharges thereupon, and make count, reckoning, and payment of the same to the Granters, to sett and raise said lands, and the tenants and inhabitants

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<sup>1</sup> *MS. Calendar of Charters and Other Original Documents*, in General Register House, Edinburgh, vol. vi. No. 1107.

<sup>2</sup> The king's letter of protection here referred to is dated 23rd May 1535.—*Liber de Melros*, vol. ii. p. 626, No. 595.



thereof to change, remove, input, and output—all as therein mentioned.

‘At Melros the [*blank*] day of [*injured*] 1535.’<sup>1</sup>

Another interesting example of such grants is to be found in the Charter of Sprouston, which contains the verdict of an inquest held by Robert I., declaring Sprouston to have the proper rights, powers, and customs of a regality. Through the kindness of Dr. George Neilson, Glasgow, we are permitted to print this charter.

‘Robertus Dei gracia rex Scotorum omnibus probis hominibus tocius terre sue salutem Sciatis nos inspexisse ac veraciter intellexisse inquisitionem de mandato nostro coram vicecomite nostro de Roxburgh per probos et fideles homines ejusdem vicecomitatus super libertatibus consuetudinibus et serviciis dominii de Sproustone factam et ad capellam nostram retornatam in hec verba.

‘Inquisicio facta apud Roxburgh die Sabati prosimo post festum Beati Petri ad vincula anno gracie millesimo tricentesimo vicesimo videlicet cum quibus libertatibus consuetudinibus liberisque serviciis dominus de Vesey integrum tenementum de Sproustone olim tenuit per Willelmum de Rule Adam de Rule Petrum de Aldroxburgh Johannem de Lilliscleif Robertum (de) Wodfurde Patricium de Langneutone Thomam fullonem Willelmum de Sprowistone Johannem filium Ade Galfridum clericum Hadulphum Fossart Adam de Cavertone et Alexandrum de Chattow. Qui jurati unanimiter dicunt quod totum tenementum de Sproustone olim tenuit dominus de Vesey regaliter per easdem libertates quas dominus Alexander rex Scocie dudum alias terras suas ejusdem regni tenuit et per

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<sup>1</sup> Subscribed by Andro, abbat of Melros, Richardus Patonsn, supfor, Johes Brounfeild, Adam Hangatsyid, Thomas Mayn, Thomas Dryden, Thomas Blyt, Robertus D'lyn, Radulphus Hudsonn, Robert D'lying, Jhoes Fourros, Jhoes Vatsoun, Nicolaius Wilzeson, David Cawart, David Hoppringyll, Willelmus Filp, Ricardus Chatto, Thomas Smyt, Thomas M<sup>r</sup>ser, Jhoes And<sup>r</sup>son, Thomas Brounfeld, Jhoes Hogart, Kentg<sup>n</sup>us P<sup>r</sup>wes.

consuetudines quod nulli homines sui de tenemento de Sproustone infra burgos Scocie pro bonis suis propriis vendendis vel ad proprium usum suum emendo tallagium dabunt set tamen si dicti homines aliquod vendiderint vel ad proprium usum emerint et illud idem pro commodo suo mercando vendiderint tallagium dabunt et quod dictus dominus de Vesey habebit in dicto tenemento de Sprowistone justiciarium suum camerarium cancellarium coronatores servientes ad habendum dicto domino de Vesey ad modum regis et eciam mensuras suas quascunque per se ad modum dicti domini regis Scocie manutenendas. In cujus rei testimonium sigillum vicecomitis de Roxburgh unacum sigillis Willelmi de Roule Alexandri de Chattow Hugonis de Roule Galfridi clerici qui dicte inquisitioni interfuerunt est appensum.

‘Nos igitur dominium tocius tenementi de Sprowistone predicti ad nos pertinens ad Robertum de Broys filium nostrum acceptare volentes dictum dominium eidem Roberto damus concedimus et hac presenti carta nostra confirmamus Tenendum et habendum sibi et heredibus suis de corpore suo legitime procreandis adeo libere et quiete plenarie et honorifice cum omnibus libertatibus commoditatibus liberis serviciis consuetudinibus et asiamentis in omnibus et per omnia sicut inquisicio superscripta liberius quiccius plenius aut honorificencius plenius proportat et testatur Faciendo nobis et heredibus nostris dictus Robertus et heredes sui predicti servicium inde debitum et consuetum temporibus predecessorum nostrorum regum Scocie. In cujus rei testimonium presenti carte nostre sigillum nostrum precepimus apponi Testibus Bernardo abbate de Abirbrotto cancellario nostro Thoma Ranulphy comite Moravie domino vallis Annandie et Mannie Waltero senescallo Scocie Jacobo domino de Douglas Alexandro de Setone et Roberto de Lawedre militibus Apud Berwicum super Teudam ultimo die

Januarii anno regni nostri quinto decimo' (A.D. 1320-21).<sup>1</sup>

## TRANSLATION

Robert, by the Grace of God, King of the Scots, to all good men of all his land, greeting. Know ye that we have examined and truly comprehended the inquest made according to our command in presence of our sheriff of Roxburgh by good and faithful men of the same sheriffdom concerning the liberties, customs, and services of the lordship of Sproustone, and rendered to our chapel in these words :—

Inquest made at Roxburgh on the Saturday following the feast of St. Peter ad Vincula<sup>2</sup> in the year of grace 1320, to wit—With what liberties, customs and free services did the Lord de Vescy formerly hold the entire tenement of Sproustone, by Willaim de Rule, Adam de Rule, Peter de Aldroxburgh, John de Lilliscleif, Robert (de) Wodfurde, Patrick de Langneutone, Thomas the fuller, William de Sprowistone, John son of Adam, Galfridus the clerk, Hadulphus Fossart, Adam de Cavertone and Alexander de Chattow : who, being sworn, unanimously declare that the Lord de Vescy formerly held the whole tenement of Sproustone like a king's holding by the same liberties as the Lord Alexander, King of Scotland, beforetime held all his other lands of the same kingdom and by the customs,—that none of his men of the tenement of Sproustone shall pay tax within the boroughs of Scotland for selling their own private goods or buying for their own private use; but yet if the said men shall have sold anything or bought anything for their own use and sold that same thing for their own profit in trade, they shall pay tax; and that the

<sup>1</sup> From a Transumpt of seven Great Seal charters under the Great Seal of James II., dated 20th January 1448-49, in possession of George Neilson, Esq., LL.D. The above is the sixth of the seven charters transumed.

<sup>2</sup> Lammas.

said Lord de Vesey shall have in the said tenement of Sproustone his own justiciary, chamberlain, chancellor, coroners, serjeants for the said Lord de Vesey to hold after the manner of a king and even to maintain his own measures independently whatsoever they be, after the manner of the said lord, King of Scotland. In testimony of which matter the seal of the sheriff of Roxburgh is appended together with the seals of William de Roule, Alexander de Chattow, Hugo de Roule, and Galfridus the clerk, who were present at the said inquest.

We, therefore, wishing to bestow on Robert de Broys our son the lordship belonging to us of all the aforesaid tenement of Sproustone, give, grant, and by this our present charter confirm the said lordship to the same Robert to be held and had by himself and his heirs lawfully begotten of his body as freely and peacefully, fully and honorably, with all liberties, benefits, free services, customs and easements in everything and by everything as the above inquest more freely and peacefully, more fully and more honorably bears and testifies, on the said Robert and his aforesaid heirs performing to us and our heirs the service thence due and customary in the times of our predecessors, kings of Scotland. In testimony of which matter we have ordered our seal to be affixed to our present charter : witnesses : Bernard Abbot of Abirbrothock, our chancellor, Thomas Ranulph, Earl of Moray, Lord of Annandale and Mann, Walter, steward of Scotland, James, Lord of Douglas, Alexander de Setone and Robert de Lawedre, knights.

At Berwick on Tweed, the last day of January, the fifteenth year of our reign.

In connection with the recognition of Sprouston as a regality, we find mention of it in an inquisition held at Roxburgh by order of King Edward 1. (2nd January 1304) upon the death of William de Chartres. The land of Appletreerig was declared to be his by right of inheritance,

and we read ‘cele terre est tenuz del regal de Sprouston par le service de un esperver “blanc” ou v. sous a la volunte du donour.’<sup>1</sup>

A baron, while he had power to deal with civil actions relating to debt and possessions, was restricted in criminal matters in so far as he could not deal with cases of treason and the four pleas of the Crown, which, as we have already recorded, were committed to the king’s judges or lords of regality. The baron could, however, punish theft by capital punishment,<sup>2</sup> which fact may perhaps account for the occurrence so frequently of gallows hills near to the seats of barony as well as regality courts.

No recorded laws or rules regulating a regality court have been handed down to us, because such courts were controlled by the arbitrary powers of the lord of regality; but in the *Regiam Majestatem* we have a law, attributed to William the Lion, and dated 1180, giving the form and manner of holding a baron court, and in a general way we may assume that what regulated a barony would also control a regality court, though it had not the same royal supervision.

The law to which we refer is rendered in the old Scottish vernacular as follows :—

‘The assise maid at Strivelyn the mononday next befor the fest of sanct Margaret the madin next eftir the first crounement of schir Philip king of France throw common consent of prelatis erlis and barounis and fre haldaris. That nouthir bischopis na abbotis na zit erlis na barounis na ony fre haldaris sal hald thar courtis bot gif the kingis schireff or his servand be thar or sommond to be thar for to se that the court be rychtuisly led. And in ilke ane of thar courtis the four hede mutis sal be reservyt to the kingis oyse the quhilk pertenis til his croun that is to wyt of

<sup>1</sup> Stevenson’s *Hist. Doc.*, vol. ii. p. 464.

<sup>2</sup> Erskine, *Institutes* (Professor Rankine’s (21st) edition), p. 42.



revising of women of reff of byrning and of murthir. And gif the kingis schireff quhen he is sommonde to the court of baronis cumis nocht na zit sendis ony kingis servand it sal be leffull than to the baroun his court lauchfully till halde withoutyn the kingis forfalt and that be done throw lele wytnes. And of al othir maner of querellis ilke freman that court hes sal haf al thingis that fallys therof saufand the kingis amercyment. Item thar has na baroune leyff to hald court of lyf and lym as of jugement of bataile or of watir or of het yrn bot gif the schireff or his servand be thar at to se gif justice be truly kepit thar as it aw to be.<sup>1</sup>

In 1197 these minor courts were regulated further by an ordinance passed at Perth, in which the great barons were pledged neither to support law-breakers nor take money for the remission of crimes. If they failed in their duties they were to forfeit for ever the right of holding a court.<sup>2</sup>

We find that while the ecclesiastical court pronounced sentence of death upon a criminal the execution of the sentence was delegated to the civil authority or bailies.<sup>3</sup>

Among the earliest grants of heritable jurisdiction which we have traced is that of Alexander I. in 1124, in which he gave to the prior and brethren of the church of the Holy Trinity at Scone the right to hold courts and appoint ordeals of hot iron, water, etc.<sup>4</sup>

David I. in 1126 granted to the monks of St. Cuthbert at Durham the lands of Coldingham and others in that neighbourhood.<sup>5</sup> This charter is important in respect that it gives the grant in detail and links us with the ecclesiastical court held on Homelecnol, to which we shall refer later.

<sup>1</sup> Assise Willelmi, No. 12. Note.—The last sentence of the assize is omitted in *Regiam Majestatem*, and in the Berne and Ayr MSS.

<sup>2</sup> Assise Willelmi, No. 20.

<sup>3</sup> *Liber de Melrose*, vol. i. p. 286-7, No. 325.

<sup>4</sup> *Liber Eccl. S. Trinitatis de Scon*, No. 4, p. 4.

<sup>5</sup> Raine, *North Durham*, Appendix, No. xv. p. 4.

In the charter we find the following words :—

‘Cum sacca et socca et toll et team et infangethef et cum omnibus terris et silvis et equis et fracturis navium et cum omnibus consuetudinibus liberas et quietas ab omni opere et servitio,’ etc.

There are to be found in other charters grants of blood-wit, outfangthef, *furca et fossa* and other rights, but the above is the earliest charter relating to Scotland we have been able to discover containing in detail the powers exercised by a lord of regality or baron.

Some explanation of the terms may be of interest and value.

*Sac* or *sacca* was a corruption of *sacu*, and meant the right to deal with litigious questions.

*Soc* meant a liberty, privilege, or franchise granted to a subject, or the district over which jurisdiction was exercised.<sup>1</sup> Briefly *sac* and *soc* meant litigation and jurisdiction.<sup>2</sup>

*Tol* or *Thol* appears to have been the right of the grantee to exact custom or customary payments for goods entering, passing out of, or carried through his lands.<sup>3</sup>

*Team* meant warranty or pledge. In England the expression was ‘frank pledge,’ which covered a sort of mutual bond of security between grantee, vassals, and others. It might be latterly expressed in the language of our Regality Court records as ‘good neighbourhood,’ and of old was an attempt to remedy the insecurity of life and property.<sup>4</sup>

*Infangthef* meant the right to punish the thief caught ‘with the fang’ within the jurisdiction of the grantee.

*Outfangthef* was the power to follow a felon with the

<sup>1</sup> Stubbs, *Select Charters* (9th edition), p. 526.

<sup>2</sup> Garnier, *History of English Landed Interests*, p. 165, quoting from Stubbs, *Constitutional History*.

<sup>3</sup> Cosmo Innes, *Legal Antiquities*, p. 58.

<sup>4</sup> Assise Willelmi, *Acts of Parliament*, vol. i. p. 50, and Cosmo Innes, *Legal Antiquities*, p. 56.

fang beyond the soc or jurisdiction, with a view to bringing him to justice in the grantee's court. These two rights carried with them the power to exact fines and to secure the movable estate of the thief (escheats) or attach the heritable estate; so that these pecuniary benefits made the grant of a regality or barony the more desirable.

*Bloodweil* meant jurisdiction in cases of assault where blood was shed: the 'weil' meant the fine exacted and payable to the lord of the court.

*Furca et Fossa.* *Fossa* meant of old the ordeal of testing the culprit's guilt or innocence by immersion in water: if the accused sank he was innocent, if he was guilty he swam. The belief was that pure water could not retain a perjurer.<sup>1</sup> *Furca* designated the gallows on which he was hanged when found guilty. Latterly the expression *furca et fossa* covered the barons' right of pit and gallows or jurisdiction in life and limb, or power to hang men and drown women. The charter already quoted refers to 'hot iron,' and it may be explained that this meant the treading upon or holding red hot iron.<sup>2</sup> The ordeals of *ferrum* and *fossa* were abolished by Alexander II. in 1230, c. 6.<sup>3</sup>

In the reign of David I. all greater magnates attended in person the royal moots every forty days, while in William's reign these became sheriffs' moots.<sup>4</sup> From this time forth the privilege of a regality was confined to the greater barons or clergy, upon whom it was conferred by grant from the sovereign. In the case of the clergy the abbot or prior appointed a deputy or bailie to hold the court, and this deputy was generally the most powerful proprietor in the district. He in turn appointed a bailie depute, who sat in the court, heard the cases, and pro-

<sup>1</sup> Lea, *Superstition and Force*, p. 280.

<sup>2</sup> *Ibid.*, p. 253.

<sup>3</sup> *Acts of Parliament of Scotland*, vol. i. p. 400, and Sir A. C. Lawrie, *Early Scot. Charters*, p. 299.

<sup>4</sup> *Assise Willelmi*, 19.



nounced his interlocutors. To exact rents and other dues from a needy tenantry, a baron's bailie would often have to play a most ungracious rôle, as is suggested in a *jeu d'esprit* of the seventeenth century (ascribed to a certain Patrick Anderson, physician in Edinburgh), which pictures the court of a Scottish baron, the homely fashion of its procedure, and the subserviency of the bailie to the impecunious laird and his lady.

'The Copie of a Baron's Court. Newly translated by  
What 's-You-Call-Him, Clerk to the Same. Printed  
at Helicon, beside Parnassus, and are to be sold  
in Caledonia.'

I. In the first scene the Bailie appears in answer to a summons from the Baron, who has awkward pecuniary difficulties to face.

BARON. Some disappointments makes me malcontent,  
I cannot live, and live not on my rent :  
My court and jurisdiction is as free  
As any not exceeding my degree,  
And you, Sir Bailie, know that I can do it,  
My old ineftments lead me justly to it.

BAILIE. Not to offend your worship in effect,  
I dare be bold, it is your own neglect ;  
Your predecessors, of good memory,  
Did manage matters with audacity ;  
Your power, Sir, is not a whit abridg'd,  
Nor yet was theirs more amply privileg'd.

BAR. You're right indeed : and I forsooth resent it,  
And possibly shall make some to repent it.

BAIL. Sir, hold a Court, that we may clearly see  
Th' alleg'd abuses of the barony.  
Go, Officer, and warn the tenants in,  
And where we ended let us now begin.  
If with your worship's pleasure it could rest  
To countenance the court, yourself, 'twere best.

BAR. Go to, Sir Bailie, for I must confess  
You are sufficient for the business ;  
I'll to the hunting : Hey, dogs ! Hey, dogs ! Hey !  
Great pity 'twere to lose so brave a day.

## II. Bailie, Chamberlain, etc.

BAILIE . . . Is your book about you ?

CHAM. A Psalm-Book, Sir ? . . .

BAIL. It is your book, man, of receipts I mean.

CHAM. Excuse me, Sir, it was by me mista'en ;

What needs a book of that kind or condition ?

I have discharges of my intromission.

BAIL. That's not the matter : I would only see

The count of rest,<sup>1</sup> if any rests there be.

The Laird complains, and hath some cause I trow,

At Whitsunday his worship hath ado,

And yet his mails and duties come not in

Till that the calends of the next year rin.

This stains his credit, damnifies his state,

And this abuse is bred but of the late.

CHAM. The roomes are rental'd to so high avail

The tenants termly cannot pay their hail.

The bygone years, you know, Sir, have been ill.

BAIL. They do not so, you'll grant, continue still.

CHAM. I cannot help't : I poind, arrest, remove.

And all I do is for the Laird's behoove.

## III. Lady, Bailie, Chamberlain, Clerk, Officer.

OFF. Madam, the members of the court are met ;

All is not right, the Chamberlain doth fret.

LADY. Where are they now ?

OFF.

Below into the hall.

LADY. Incontinent I will go see them all.

BAIL. God save your Lordship !

LADY.

And you, Sir Bailie.

The Laird hath won, and you must pay the failzie.

BAIL. What is the matter ?

LADY.

I did lay a croun

You should not come before the day at noon.

BAIL. But I durst lay the best ox in my plough,

Madam, your tenants think it soon enow.

LADY. Good Bailie, fleg them, fleg them, fleg them thieves,

They multiply upon us termly grieves ;

It's Lammas now, and yet we want our ferm.

My husband bought a fleet horse at the term,

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<sup>1</sup> Balance due.

And I myself did sell a score of hogs  
 To buy three couple of these English dogs,  
 In case the Laird with caption were prest,  
 He may hunt on to Berwick with the best.

To make him free I will'd him sell a town,  
 Though of the worth he would give somewhat down ;  
 It 's misery to see a man so set  
 To rack his rental, and obscure his debt.  
 This is my verdict till the day I die,  
 A man hath no more rent nor he hath free.

IV. Lady, Bailie, Clerk, Officer, Tenants.

OFF. Sir Bailie, all the tenants are conven'd.

BAIL. Clerk, fence the court. TEN. The great God be our  
 friend ;

For anything that we can see or say  
 No mercy is for none of us this day.

CLERK. Silence : I fence, and I forbid in plain,  
 In the behalf of our dread sovereign  
 And in the name of the right honourable  
 The Laird and Bailie, sitting at this table,  
 That none presume to speak, though for a friend,  
 Unless that leave be asked, and obtain'd.

BAIL. Go forward quickly, and read on the rolls,  
 That we may know the rest of farn year's bolls.<sup>1</sup>

CLERK. John Peterson, John Paterson,  
 John Dunkison, John Davison,  
 Tom Taylor, and his brother,  
 Will Waker and his mother,  
 The old good-wife, and her son Gibbie,  
 John Jameson and stinking Tibbie,  
 The Over-town, and Nether-town,  
 The Wester-town, and Cottar-town,  
 The Foul-Foord, and the Miln-town,  
 Brank forment him, and the Hill-town,  
 The Mutton Hole, and Reek thou there,  
 The Windy-Walls, and Whissell-Bare.

OFF. They are all present. TEN. Here, Sir Bailie, here,  
 We cannot run no faster to repair.

<sup>1</sup> The balance of last year's rent.

BAIL. John Davison, come tell me what 's your rest,  
For you are one I know can pay it best.

J. D. Rest, said you, Bailie ? Marry, God be lo'ed,  
My neighbours kens I get but little o' it.

BAIL. Behold that villain rightly understands,  
And yet unrightly answers my demands.  
I must speak Scots : Swinger, let it be shawen  
Into the court what thou art justly awen.

J. D. My awen, I thank you, little or nothing  
Was ever mine since you began to reign.

OFF. The Laird is 'lighted, for it 's more nor noon,  
And ask'd at me if that the Court was done.

BAIL. Intreat his worship humbly to come in,  
He 's come in time ; I pray thee, fellow, rin.  
Your worship 's welcome ; I have been full near  
Your Bailie, Sir, I think this twenty year,  
And yet such knavery did I never see  
Under pretext of plain simplicity ;  
John Davison, as each man hears and sees  
He cuts me off with amphibologies.

J. D. To tell you, Sir, the clipped veritie,  
I had a stag, a bonny beast to see ;  
Our good young master, the young Laird I mean,  
In a good time he coft<sup>1</sup> him here yestreen ;  
Whose price he said his father would allow,  
And this completes my bygone mails I trow.

BAR. Pass from him, Bailie, for this time ; I swear  
If that I chance to live another year  
I'll teach them better manners. Clerk, call on.

BAIL. Call on the tenants of old Whisell-Bare.  
How now ? I think I see none of them there :  
Cause note them absent. Windy-Walls compear,  
What are ye resting for the foresaid year ?

TEN. More nor our room can pay, as you well ken,  
If you exact 't we are but herried men.

BAIL. I cannot let these crafty villains pass.

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<sup>1</sup> Bought.

Go, Officer, and poind them, man by man,  
I'll meet their craft the best way that I can.

Call on the tenants of the Over-town.

TEN. Here's our discharges, Bailie.

BAIL. Lay them down;

They rest nothing indeed.

BAR. Go take them in,  
And with the best ale roundly pack their skin.

These are the lads that I may lippen till—

Go to your dinners, eat and drink your fill.

OFF. The rest, Sir Bailie, have discharges too.

BAIL. That likes me well; we have the less ado.

Unlaw the absents, and see that ye poind

The tenants resting, as you was enjoin'd.

CLERK. Sir Bailie, please, you have not ended all;

There are some bills yet of complaint to call.

BAIL. Be short then, Clerk, I cannot stay, say on.

CLERK. John Dunkison against John Davidson.

BAIL. John Davidson, he is a pawky knave,

He doth molest us more than all the lave.

J. D. I never had a pack in all my life,

But one, I wasted wooing of my wife.

BAIL. Your worship hears; who can abide his moeks?

BAR. Go, Officer, and put him in the stocks.

CLERK. As also, Bailie, here poor Maggie Beans

Upon Will Waggrels heavily complains.

Maggie Beans, having received bad barley seed from  
Will, is awarded damages for the failure of her crop.

LADY. Now for my interest, Bailie, I compear,

We have a kid-thief to our Webster here;

A greater knave lives not I think nor he,

Cause punish him, and that exemplarly.

WEBSTER. Bailie! now for the love of God, but hear me.

BAIL. What would you say? stand by, let him come near me.

WEB. It's not so much for any imputation

The Lady hath unto my occupation,

As for my daughter, who but went away

Out of her service the last Whitsunday,

Who at her going, when she crav'd her fee,

The Lady lock'd a gown up privily,



Which was into my daughter's keeping, so  
Her fee thus poulded, she got leave to go :  
Judge you, Sir Bailie, for I cannot read,  
If this be not a crying sin indeed.

BAIL. If that be true, I think, Madam, you wrong him.

LADY. I know as much, Sir Bailie, as would hang him.

BAIL. Into this ground you shall no longer sit,  
Wherefore I warn you presently to flit.

OFF. Go get you gone in time, if you be wise,  
Lest you pass to the knowledge of assize.

Then Bailie and Clerk discuss the lack of good servants  
in these days.

CLERK. The steward, cook and brewster now are one ;  
All gallant fellows to the wars are gone.  
In one man's person this pluralitie  
Makes men indeed to crave a larger fee ;  
And lady's gentlewomen, as they call them,  
A world of gifts must nowadays befall them :  
To sew, to spin, weave pearline and knit shanks,  
To page the laird, and win the steward's thanks ;  
She must be rare in all these handy trades,  
Cast off her gown and syne go make the beds.  
At all occasions she must still be ready,  
Or else she is not meet to serve my lady.

BAIL. Clerk, by your leave, I'll teach the Laird a trick.  
Requests you see instead of press go thick ;  
Offer unto some captain two or three  
Of yeomen, men within the barony ;  
By violence ere they aboard be brought  
They'll rather stay and serve the Laird for nought.

TEN. Bailie, forsooth your counsel ay was good,  
And heavy curse we give you to conclude.

BAIL. Your worship will take yon for me I trow.

BAR. Such casualties belong to you.

BAIL. Sir, I request you for the Clerk provide them.

CLERK. Nay rather, Sir, betwixt you two divide them.

LADY. Clerks ay were knaves ; take up your books and gilt,  
You fash the Laird ; your dinner, Sir, is spilt.

BAR. Up stay the plough, and let us kill a mouse,  
I and the Bailie must have one carouse.

In this skit, interspersed with much that is irrelevant, we see the respective duties of the officials, the 'fencing' of the Court, the reading of the rolls, and the nature and conduct of the suits.

Turning to England we shall find a very similar order of rule. There was not a definite classification of courts until about the beginning of Edward 1.'s reign, when under his rigorous *quo warranto* inquiry they were divided into two grades. These were, on the one hand, the franchises and regalities (*libertates* and *regalia*), both of which the king maintained could only exist in the hands of a subject by virtue of a grant from the Crown, and on the other such jurisdiction as was comprised in the possession of a manor or the mere fact of having tenants.<sup>1</sup> Professor Maitland gives examples of the petty offences dealt with by these courts: The customary tenants had shirked from boon works or done their ploughing badly, others had been guilty of petty misdemeanours, one man had committed an assault, another was not in frankpledge, a woman had broken the assize of beer, another had made too free a use of the English for 'meretrix' and so forth. In later times the English courts branched out in different directions, and the duties devolving upon the judges of such courts were correspondingly varied in character. Comparing the administrative powers of manorial and regality or barony courts, we may conclude that the laws of the two countries were at early periods practically the same,<sup>2</sup> and that the offences with which their respective courts dealt were similar in nature.

In studying the evolution of heritable jurisdiction, we can trace how the powers and rights of regality and barony

<sup>1</sup> Maitland, *Select Pleas in Manorial and Other Seigniorial Courts*, Introd., p. xvii.

<sup>2</sup> See Lord Kames, *Statute Laws of Scotland*, abridged (1757 edition), p. 429.

courts were defined by various statutes and Acts of Parliament.

By 7 James I. 1427, c. 2,<sup>1</sup> small barons and freeholders were exempted from attending Parliament, a provision probably copied from England from King John's Charter of Privileges, Secs. 17 and 18.<sup>2</sup> Following this no freeholder under £20 per annum was required to attend.<sup>3</sup> Next we have all barons and freeholders above one hundred merks ordained only to send their procurators,<sup>4</sup> and finally the commissioners of small barons and freeholders were given a vote in Parliament.<sup>5</sup> Subsequent Acts regulated their attendance in Parliament.<sup>6</sup>

Various Acts of Parliament were passed regulating or curtailing the powers of the Lord of Regality and his officials. Thus on 27th May 1432 three statutes were enacted, two dealing with those who executed the law beforehand, and those who refused to execute the law, and the third ordaining all officials to have wands and horns;<sup>7</sup> while on 22nd October 1436 an Act was passed regarding the selling of thieves by the Lords of Regality.<sup>8</sup> By the fifteenth century the grants of regality were so extensive as to interfere with the royal prerogative, and in consequence it was enacted in 1455 that no regality could be granted except by Parliament.<sup>9</sup> This Act was qualified by the Act 1617, c. 12, to the extent that when any party held an heritable right of jurisdiction, etc., for forty years, though not granted with consent of Parliament, he secured an

<sup>1</sup> *Acts of Parliament of Scotland*, vol. ii. p. 15.

<sup>2</sup> Lord Kames, *Statute Laws of Scotland*, p. 30.

<sup>3</sup> 1457, chap. xxi., *Acts of Parliament of Scotland*, vol. i. p. 50.

<sup>4</sup> 1503, chap. xxvi., *Acts of Parliament of Scotland*, vol. ii. p. 244.

<sup>5</sup> 1587, chap. cxx., *Acts of Parliament of Scotland*, vol. iii. p. 509.

<sup>6</sup> 1597, chap. ii., *Acts of Parliament of Scotland*, vol. iv. p. 141; 1661, chap. ccliii., *Acts of Parliament of Scotland*, vol. vii. p. 235; 3 Charles II., Act 21 (1681); 1 Anne, Act 8, ses. 4 (1707), etc.

<sup>7</sup> *Acts of Parliament of Scotland*, vol. ii. pp. 21-22.

<sup>8</sup> *Ibid.*, p. 23.

<sup>9</sup> James II., 1455, *Acts of Parliament of Scotland*, vol. ii. pp. 43-44.



unchallengeable prescriptive right. In subsequent Acts of Parliament we find further regulation and restriction of regality and barony powers, until finally the Act of George II., c. 43 (1747), abolished all heritable jurisdictions.

The sites upon which these Courts were held in early times, and the remains which aid us in their identification, form a branch of our inquiry which must not be passed over. Dr. Neilson<sup>1</sup> and Mrs. Armytage<sup>2</sup> have shown that when the original wooden castle of the Norman baron, built on some natural or artificial mound, gave place in course of time to a stone building, erected it might be on the same spot or elsewhere, the mound, the original gathering-place, usually remained at least for some time longer the seat of jurisdiction, where sasine was given and other functions performed.

The Norman mote or mound was of varying heights, twenty, thirty, forty, up to about an hundred feet. It bore round the summit a breastwork or rampart of earth, enclosing a small court, which was surrounded by a stockade of timber and surmounted by a wooden tower, as shown in the Bayeux Tapestry. The base was surrounded by a ditch, while at the base of the mound there was a court much larger than the small space enclosed on the top of the mound. This bailey, court, or barrack was also surrounded by a ditch connecting it with the ditch of the mound so that the hill fortification was enclosed and the court protected by earthworks. Such *castella* and fortifications on these mounds in Scotland were erected to overawe the Celtic inhabitants and subdue them to the Crown, as we find stated in Benedict of Peterborough's Chronicle, which narrates in the year 1174 that 'the men

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<sup>1</sup> *Scottish Review*, vol. xxxii. pp. 209-38.

<sup>2</sup> *Early Norman Castles of the British Isles*.

of Galloway drove out all the bailiffs and guards whom the King of Scotland had set over them; they slew all the English and French whom they could lay hold of; they besieged, took, and destroyed all the fortifications and *castella* which the King of Scotland had made in their land, and slew all they found within.’<sup>1</sup> To Dr. J. H. Round is due the honour of proving that the *castellum* was at this date a fortified enceinte of earthwork and wooden erections.<sup>2</sup> An interesting description of one of these wooden castles, situated at Merchem, near Dixmude, Belgium, is contained in a passage in the life of Bishop John of Terouenne, written about 1130, by John de Collemedis. This has been discovered by Mr. G. T. Clark, who gives the following translation: <sup>3</sup> ‘It chanced that in a town called Merchem, Bishop John had a guest-house. There was also close to the court of the church a strong place, which might be regarded as a castle or a municipium, very lofty, built after the fashion of the country by the lord of the town many years ago. For it was customary for the rich men and nobles of those parts, because their chief occupation is the carrying on of feuds and slaughters, in order that they may in this way be safe from enemies, and may have the greater power for either conquering their equals or keeping down their inferiors, to heap up a mound of earth as high as they were able, and to dig round it a broad, open, and deep ditch, and to girdle the whole upper end of the mound, instead of a wall, with a barrier of wooden planks stoutly fixed together with numerous turrets set round. Within was constructed a house or rather citadel, commanding the whole, so that the gate of entry could only be approached

<sup>1</sup> *Benedict of Peterborough*, vol. i. p. 68, Rolls Series, No. 49.

<sup>2</sup> *Quarterly Review*, 1894, *Geoffrey de Mandeville*, Appendix O.

<sup>3</sup> Clark, *Medieval Military Architecture*, vol. i. p. 34, and also mentioned in Mrs. Armytage’s *Early Norman Castles of the British Isles*, p. 98.

by a bridge, which, first springing from the counterscarp of the ditch, was gradually raised as it advanced, supported by sets of piers, two, or even three, trussed on each side over convenient spans, crossing the ditch with a managed ascent so as to reach the upper level of the mound, landing at its edge on a level at the threshold of the gate.' This striking description coincides with what has been observed in the vestiges of certain moated mounds in Galloway and in Scotland generally, and is borne out in illustrations of the Bayeux Tapestry.

It has been shown by Dr. Neilson that in some baronial demesnes there are two distinct mounds, one the seat of the castle, the other the seat of the court of the lord, thus demonstrating that the original site of the baronial residence had been abandoned for a new one while the administration of justice remained fixed in the older. Dr. Neilson gives a list of motes which were the site of the chief messuage of baronies in the thirteenth and fourteenth centuries, a great number of which he finds, from entries in the *Retours*, the *Register of the Great Seal*, and elsewhere, were seats of justice or places where sasine of a barony was taken;<sup>1</sup> but this list, he expressly states, is far from exhaustive. Many more instances can be traced through the public records and otherwise. The subject, we may say, is still in its infancy.

The well-known Tynwald Hill in the Isle of Man with its courts probably affords one of the best examples in Britain of a mote as an early seat of jurisdiction. The first syllable of the word, 'tin' or 'ting,' signifies 'a court.' Near the county town of Dumfries there is a small village of the same name, Tinwald, in reference to which it is remarked in the *New Statistical Account of Scotland*, "'Tings" or courts are well known to have been held in the open air; and immediately adjoining the church here, there is a

<sup>1</sup> *Scottish Review*, vol. xxxii. p. 234.

mound which a few years ago was perfectly entire, but is now <sup>1</sup> much defaced, evidently artificial, and said to bear a striking resemblance to one bearing the same name in the Isle of Man, upon which local courts were held until a very recent period.' In Shetland we find a place-name of the same derivation, Tingwall, and records have been preserved in Kirkwall of 'tings' or courts, held at 'Heid Stanes.'<sup>2</sup> Their functions were to confirm lands to the Udal heir and to deal with minor criminal cases and village grievances of various kinds, just as our Regality Court Records contain services of heirs (Retours), and the settlement of local questions. The president of a court, or 'ting,' was the representative of the jarl, and sat in his place just as the bailie depute sat for the lord of regality or baron.

Turning again to the mainland of Scotland, we must first mention the mote at Scone, a rising ground or hillock known as the Mount of Belief,<sup>3</sup> where the kings were crowned and where they held many courts. Parliament met there in September 1227,<sup>4</sup> on 5th February 1283-4,<sup>5</sup> in 1286,<sup>6</sup> on 10th February 1292-3,<sup>7</sup> on 23rd February 1301-2,<sup>8</sup> and on many other occasions. Robert II. was crowned there on 26th March 1371, and met his prelates, earls, barons, etc. on the following day 'in the Royal seat upon the Mount at Scone.'<sup>9</sup> On 7th March 1390-1 Robert III. held a parliament there.<sup>10</sup> Palgrave's statement that this most ancient landmark in Scotland had been removed,—'the great pyramid of Scotland, destroyed by the landscape gardener to adorn the view from

<sup>1</sup> January 1834.

<sup>2</sup> *Miscellany of the Spalding Club*, vol. v., Preface, pp. 38-39.

<sup>3</sup> See Dr. Skene and Dr. Stuart's account of it in *Trans. of Scot. Soc. Antiq.*, vol. viii. p. 70.

<sup>4</sup> *Acts of Parliament of Scotland*, vol. i. p. 406.

<sup>5</sup> *Ibid.*, p. 424.

<sup>6</sup> Wytoun, *Chronicle*, book viii. chap. i., Amour's edition, vol. v. p. 135.

<sup>7</sup> *Acts of Parliament*, vol. i. p. 445.

<sup>8</sup> *Ibid.*, p. 545.

<sup>9</sup> *Ibid.*, p. 454.

<sup>10</sup> *Ibid.*, p. 577.



the drawing-room window,'<sup>1</sup> is fortunately incorrect. The editor through the kindness of Lord Mansfield has been permitted to examine this most important royal mote, and has the pleasure of stating that it is still in good preservation.

Fordun says regarding it that Scotland was prior to the time of Malcolm II. divided into thanages or fee farms, paying rent to the Crown, but Malcolm remitted the rents and gave away the whole kingdom, only reserving to himself the mote hill of Scone,<sup>2</sup> in return for which the people gave him the feudal rights of 'ward,' 'marriage,' and 'relief.' No manuscript of this enactment is extant earlier than Fordun, who wrote, according to Skene, 1384-7. Following Fordun, Skene gives us the striking preamble of the *Leges Malcolmi MacKenneth*, which says:—

'1. King Malcolme gaue and distributed all his lands of the Realm of Scotland amongst his men.

'2. And reserved na thing in propertie to himselfe, bot the royal dignitie, and the Mute-hill in the towne of Scone.

'3. And all his barons gaue and granted to him, the warde and releif of the heirs of ilk Baron, quhen he sould happen to deceis for the King's sustentation.'<sup>3</sup>

Though the *Regiam Majestatem* has been almost universally condemned as apocryphal and shown to be an adaptation or almost a copy of Glanvil,<sup>4</sup> yet we agree with E. W. Robertson when he states that there are probably some grains of truth lurking under the above statement. Walter Ross,<sup>5</sup> one of our ablest writers on conveyancing, also gives weight to these laws, chiefly on the ground that they were revised and altered by Parliament on

<sup>1</sup> Palgrave, *Normandy and England*, vol. iv. p. 336.

<sup>2</sup> Fordun (ed. Skene), vol. i. p. 186.

<sup>3</sup> *Laws of King Malcolme MacKenneth*, chap. i.

<sup>4</sup> Preface to Thomson's *Acts of Parliament of Scotland*, pp. 47-49, and the following collation.

<sup>5</sup> Ross, *Lectures*, vol. ii. pp. 59-62.

14th March 1425-6,<sup>1</sup> and acknowledged to have been the authentic law of the country by special Act of Parliament in 1487,<sup>2</sup> and again by Statute 1633.<sup>3</sup> We have also some support for the statement in this preamble, which most students view so sceptically, from the *Book of Deer*, our oldest Scottish writing, where we find that Malcolm II. (Maelcolouim, son of Cinead) gave a grant of the king's 'share' in Bibdin and Pett (possibly Biffie and an old Mill on the Ugie).<sup>4</sup>

In a precept of sasine, dated 14th July 1456, granted by John, first Lord Lindsay of the Byres, in favour of Robert Innes of the lands of Aberchirder, there is a special reservation of 'le karnem de monte castri' and an acre of land for the holding of courts.<sup>5</sup> At Innes, according to the account of the family of Innes by Duncan Forbes, written in 1698, there was 'a small hillock befor the Barrass-gate of Innes, upon which Sir Alexander received his honours, which to this day is called the Knights hillock.'<sup>6</sup>

In the Stewartry of Strathern there are a good many mounds which were the centres of jurisdiction. The king's steward held his court in 1820 at the 'Skait' or Stayt, which was a mound on the lands called the Broich (Bordland), Crieff,<sup>7</sup> where on numerous occasions courts were held and documents executed.<sup>8</sup> Unfortunately this mound was levelled down in November 1860,<sup>9</sup> but the gallows hill, referred to by Sir Walter Scott as the 'Kind Gallows,'<sup>10</sup> where the criminals condemned at these courts were executed, is still in evidence, with a tree on its summit, at the south-west end of the town beside the cattle mart and a little west of the site of the other mound.

<sup>1</sup> *Acts of Parliament of Scotland*, vol. ii. p. 10.

<sup>2</sup> 1487, chap. iii., *Acts of Parliament of Scotland*, vol. ii. p. 176.

<sup>3</sup> 1633, chap. xxxii., *Acts of Parliament of Scotland*, vol. v. p. 47.

<sup>4</sup> Sir A. C. Lawrie, *Early Scottish Charters*, p. 224.

<sup>5</sup> *Familie of Innes*, p. 76.

<sup>6</sup> *Ibid.*, p. 9.

<sup>7</sup> *Hist. MSS. Com. 3rd Report*, p. 418; *New Statistical Account*, vol. x. p. 497.

<sup>8</sup> *Hist. MSS. Com. 7th Report*, p. 711; Porteous, *History of Crieff*, pp. 35, 36, 48-50.

<sup>9</sup> *Ibid.*, p. 51.

<sup>10</sup> Scott, *Waverley*, Note P.



The mound at Hund Hill, Longforgran, is specially interesting, as there is (or lately was) preserved among the papers of Sir Patrick Keith Murray of Ochtertyre the earliest known minute of a baron court in Scotland,<sup>1</sup> held there by Sir Patrick Gray on 16th January 1384-5. The original grant by Robert II. on 11th February 1373-4 to Patrick Gray contains a clause requiring the third of the service of one knight, thus indicating jurisdiction and courts.<sup>2</sup> Though these lands are situated at a considerable distance from Crieff, they in later times formed, and still form, part of the holdings of the family of Ochtertyre who held the heritable jurisdiction.

South of the Forth, mottes are more plentiful in the west than the east of Scotland. The mound at Castle Law near the Hirsel, Coldstream, is the only mote hill recorded in Berwickshire by the Royal Commission on Ancient and Historical Monuments in Scotland.<sup>3</sup> It is very well preserved, and seems to have been connected with the old barony of Darnchester. The ruins of a castle are close to it. Prior Aernaldus of Coldingham we note, whose tomb and stone coffin are still to be found at the priory there, held a court on Homelenoll about 1202-5.<sup>4</sup> There Henry de Prendergest granted two discharges before the whole court of Coldingham.<sup>5</sup> This mound, which is about a hundred to a hundred and fifty feet high, stands close to the sea at Coldingham Bay. Coldingham Law, which is near to the Priory, has a circular rampart round the top after the usual fashion of Norman mottes, and leading from the main road near is found an old disused road to the Gallowshill, which immediately suggests to us the sinister connection in olden times between the seats of judgment

<sup>1</sup> *Hist. MSS. Com. 3rd Report*, p. 410.

<sup>2</sup> *Great Seal Register*, vol. i. p. 100, No. 25.

<sup>3</sup> *Historical Monuments Commission, 1st Report*, p. 20, No. 106.

<sup>4</sup> *Raine, North Durham, Appendix*, p. 44, No. 185.

<sup>5</sup> *Ibid.*, Appendix, p. 64, Nos. 333 and 334.

and speedy execution. On the south side of the Tweed, in front of Makerston House, Roxburghshire, is a mote known locally as the Pleahill, where courts are said to have been held. Here it might be suggested were held the courts of the barony of Maxton, which adjoined the regality of Melrose.

In the centre of the town of Hawick we have a very striking example of a mote or moat, the ancient seat of the Norman Lovels.<sup>1</sup>

<sup>1</sup> Robertson, *Index*, p. 5, No. 24.

The earliest reference we have discovered to them is in the time of David I., when a certain Thomas de London who had married a Margaret Lovel obtained a grant of the Manor of Lessuden or St. Boswell.<sup>1</sup> She, with consent of her husband, Thomas de London, and her son by a former marriage, Henry Lovel, in the time of William the Lion (1165-1264) granted to the monks of Jedburgh the lands of Ughtredesxaghe.<sup>2</sup> Henry Lovel was in possession of the barony of Hawick in 1166, when he is mentioned as a witness,<sup>3</sup> and again in 1190.<sup>4</sup> His eldest son, Ralf, having died without issue, the widow, in 1207, claimed her dower and renounced the Scottish Barony of Hawick.<sup>5</sup> The younger son, Henry, having succeeded to the barony, died prior to 30th August 1255,<sup>6</sup> his son Richard was served heir to him and obtained the barony.<sup>7</sup> Richard Lupellus (Lovel), 'Lord of Hawick,' son of Henry, excambed certain lands for two oxengang in Branche-ulla (Braxholm).<sup>8</sup> Richard, having died without issue, was succeeded by his brother Hugh, who, in 1264, had some litigation with his sisters,<sup>9</sup> and was in possession of the barony in 1268 in the reign of Henry III.<sup>10</sup> Hugh, having died before 16th June 1291, was succeeded by his son who was in minority. His estates were placed under the charge of John de Soules,<sup>11</sup> whose daughter he married as it afterwards appears. His heir, Richard Lovel, swears to serve against France on 10th June 1297.<sup>12</sup> He is mentioned in a roll of knights, etc., in 1298,<sup>13</sup> and on 28th July 1301.<sup>14</sup> On 1st September 1302<sup>15</sup> he finds two men at arms to support Edward I. He receives ten marks on 15th April 1306 for assisting Edward to put down Robert the Bruce.<sup>16</sup> He seems to have left Scotland about this time, for Robert the Bruce gave the lands of Braxholm, in the Barony of Hawick, which belonged to Sir Richard Lovel, to Sir Henry Baliol.<sup>17</sup> On 4th January 1310-11 the King (of England) gives him the Manor of Wyn-firthele in exchange for the manor of Old Roxburgh, belonging to Muriella, his wife, heiress of John de Soules.<sup>18</sup> He was valet to Edward II., and obtained

<sup>1</sup> *Liber de Dryburgh*, p. 44, No. 58.

<sup>2</sup> Charter of Jedburgh, *Nat. MSS. Scotland*, vol. i. No. 38.

<sup>3</sup> *Cal. Doc. Scot.*, vol. i. p. 14, No. 105.

<sup>4</sup> *Ibid.*, vol. i. p. 66, No. 407.

<sup>5</sup> *Ibid.*, p. 463, No. 2350.

<sup>6</sup> *Cal. Doc. Scot.*, vol. i. p. 471, No. 2374.

<sup>7</sup> *Ibid.*, vol. ii. p. 129, No. 534.

<sup>8</sup> *Ibid.*, p. 258, No. 1011.

<sup>9</sup> *Ibid.*, p. 337, No. 1321.

<sup>10</sup> Robertson, *Index*, p. 5, No. 24; *Great Seal*, vol. i. p. 6, No. 24.

<sup>11</sup> *Great Seal Reg.*, vol. iii. p. 37, No. 189.

<sup>4</sup> *Ibid.*, p. 31, No. 204.

<sup>6</sup> *Ibid.*, p. 384, No. 2000.

<sup>8</sup> *Reg. St. Andrews*, p. 261.

<sup>10</sup> *Ibid.*, p. 497, No. 2502.

<sup>12</sup> *Ibid.*, p. 234, No. 891.

<sup>14</sup> *Ibid.*, p. 304, No. 1190.

<sup>16</sup> *Ibid.*, p. 474, No. 1762.

Mr. A. O. Curle, has recently cleared out the ditch around this mote in several places, and among other objects discovered a coin of the reign of Henry II., thus fixing the residential occupation of the mote in the twelfth or thirteenth century, when we have seen Henry Lovel held the barony. After the lands were forfeited by the

a charter in 1316 of the lands of Sir John Soules in Dumfries and the manor of Old Roxburgh as husband of Sir John's daughter,<sup>1</sup> but Old Roxburgh was retained by the king for the safety of Roxburgh Castle, and Richard Lovel and his wife got a grant of the Manor of Bradenach in Devon in exchange.<sup>2</sup> He was evidently deprived of the Barony of Hawick, for in the reign of David II. (1329-71), Mauritius de Moravia, Earl of Strathern, had a grant of this barony.<sup>3</sup> Thomas (?) Murray had a grant of it, and also of Sprouston.<sup>4</sup> Maurice Murray had a grant of the town of Branhholme, which John Balliol had forfeited,<sup>5</sup> and Maurice Murray had a grant of the ward of Walter Cumming of Rowallan in the Barony of Hawick,<sup>6</sup>—all pointing to the forfeiture of the Lovels. On 22nd September 1341 David II. gave to Sir Wm. Douglas the lands in the valley of the Eske and the Ewys which James Lovel had forfeited.<sup>7</sup> In August 1347 certain commissioners appointed by Leonel, the king's son, on 26th May of that year,<sup>8</sup> report that Richard Lovel himself and his ancestors have possessed the Barony of Hawick from time beyond memory till it was taken in the king's hand under his ordinance by the Sheriff of Roxburgh, that the barony is held in fee simple of the king as to the Castle of Roxburgh by service of . . . that it is worth in all issues . . . 40 merks.<sup>9</sup> The records contain many references showing Richard or Sir Richard Lovel and his wife were then residing in Somersetshire and owning manors there. He had an only son, James Lovel, who predeceased him, for his widow, Isabella, had liferent of two Somerset manors on 18th November 1342.<sup>10</sup> These manors had been settled on him by his father on 9th March 1328-29.<sup>11</sup> As the reversion in the grant was to Richard and his heirs, it is evident that the son died without issue during his father's lifetime, and that the lands and barony then passed out of their hands. In the reign of David II. (1329-71), William, Lord Douglas, younger, obtained a grant of the lands of Eskdale and Ewsdale which William Lovel had forfeited.<sup>12</sup> This is probably the Sir William Lovel who was at Haydenebrugge in July 1327.<sup>13</sup> Lord Douglas obtained a grant on 22nd September 1341 of the lands which James Lovel had forfeited.<sup>14</sup>

We may conclude that the Lovels had adhered in their allegiance to the English crown, and had therefore retired to their English estates and been forfeited in Scotland, thus losing their barony and the Mote of Hawick.

<sup>1</sup> *Cal. Doc. Scot.*, vol. iii. p. 102, No. 530.

<sup>3</sup> Robertson, *Index*, p. 33, No. 29.

<sup>5</sup> *Ibid.*, p. 46, No. 2.

<sup>7</sup> *Act of Parliament*, vol. i. p. \*155.

<sup>9</sup> *Cal. Doc. Scot.*, vol. iii. p. 275, No. 1506, extracted from *Inq. post mortem*, 21 Edward III. (1st Nos.), 70.

<sup>10</sup> *Ibid.*, vol. iii. p. 256, No. 1402; *Patent Rolls*, 16 Ed. III., p. 3, m. 9.

<sup>11</sup> *Ibid.*, vol. iii. p. 176, No. 977; *Ibid.*, 3 Ed. III. p. 1, m. 28.

<sup>12</sup> Robertson, *Index*, p. 39.

<sup>13</sup> *Cal. Doc. Scot.*, vol. iii. p. 168, No. 926.

<sup>14</sup> *Acts of Parliament*, vol. i. p. 155.

<sup>2</sup> *Ibid.*, p. 106, No. 552.

<sup>4</sup> *Ibid.*, p. 45, No. 17.

<sup>6</sup> *Ibid.*, p. 54, No. 4.

<sup>8</sup> 21 Edward III.

Lovels and granted to the Morays they passed into the hands of the Douglasses. On 5th November 1484 James Douglas, son of William Douglas of Drumlanrig, obtained a charter of the Barony of Hawick, in which it was provided that the sasine should be taken 'ad capitale messuagium baronie de Hawyk nuncupatum le Mote.' The Deed proceeds to record that sasine was so granted, 'acta erant hec apud dictum lie mote de Hawik.'<sup>1</sup> Similarly in a charter to Sir William Douglas of Drumlanrig we find 'quas [terras] rex incorporavit in unam liberam baroniam de Hawik, et voluit quod una sasina apud principale messuagium sufficeret pro terris in warda tentis, et sasina apud *le moit* de Hawik pro terris in alba firma tentis, et villam de Hawik in burgum in baronia.'<sup>2</sup>

In a similar way we might trace the baronial connection of other motes. Sasine was given by John Murray of Fawlohyll, Sheriff of Selkirk, of the Lordship and Forest of Ettrick and Tower of Newerk, near the *Tugurium* and manor of Galloschelis.<sup>3</sup> In 1185 William the Lion held a Court at Roxburgh 'at the Justis Mute in the fest of Saint Symon and Jude with common consent of all the Baronies thar togidder gadderit.'<sup>4</sup> It was known as the Castle of Marchmound,<sup>5</sup> and the mound or mote with a trench round it still remains. Alexander II. held a court there on 30th March 1231.<sup>6</sup> At Annan, the lordship of which was granted by David I. to Robert de Brus, 1124-40,<sup>7</sup> there is a mound known as Bruce's Moat where courts were held<sup>8</sup> at or before 1218, and the Galabank of the present day doubtless covers the site of the gallows.

The mote of Tibbers, also in Dumfriesshire, is fre-

<sup>1</sup> Fraser, *Scotts of Buccleuch*, vol. ii. p. 85.

<sup>2</sup> *Great Seal Reg.* 1511, No. 3576.

<sup>3</sup> Bain's *Cal. Doc. Scot.*, vol. iv. p. 344, No. 171a.

<sup>4</sup> *Assise Willelmi Regis Acts of Parliament*, vol. i. p. 371.

<sup>5</sup> *Liber de Calchou*, vol. i., Preface, p. 4.

<sup>6</sup> *Acts of Parliament of Scotland*, vol. i. pp. 407-8.

<sup>7</sup> *Cal. Doc. Scot.*, vol. i. p. 6, No. 29.

<sup>8</sup> *Ibid.*, No. 704, p. 124.



quently referred to in early charters.<sup>1</sup> On 28th June 1363 David II. confirmed George Dunbar in half the baronies of Tibers and Morton in Dumfries.<sup>2</sup> On 23rd August 1369 George of Dunbarre, Earl of March, granted to John Mautalent for his homage and service all his lands and tenements of his barony of Tybres, excepting to the granter and his heir his messuage the mote (Monte) of the Castle of Tybris with Dalgernok, and the lands of the free tenants . . . for rendering three suits yearly at the granter's court of Tibres and to the king 'forinsec service' so much as belonged to the lands.<sup>3</sup> The lands of Tibbers are referred to in a Crown Charter by Robert III. to Robert Mautalent on 11th October 1401,<sup>4</sup> and on 10th August 1489 James IV. grants to

<sup>1</sup> Sir Richard Siward gets 40 marks sterling on 24th March 1291-2 for keeping the three castles of Galloway and Nithsdale,<sup>1</sup> which were Dumfries, Kirkcudbright and Wigtown.<sup>2</sup> He was witness to Balliol's homage to Edward I. on 16th January 1292-3.<sup>3</sup> He was taken prisoner at Dunbar Castle, 16th May 1296, and sent to the Tower.<sup>4</sup> His wife obtained protection 17th December-30th September 1295-6,<sup>5</sup> and an annuity from his lands 15th April-24th October 1296.<sup>6</sup> His forfeited estates were restored to him on 31st July 1297,<sup>7</sup> and he was freed from the Tower on 30th July 1296-97 to serve the king beyond the seas, his son John being left as hostage.<sup>8</sup> His son Richard, junior, is to have his fetters removed and be treated leniently (29th May 1298) in Bristol Castle, because of his father's good service in Flanders.<sup>9</sup> He begins to build a house at Tibbers on 27th August 1298.<sup>10</sup> He is appointed Warden of Nithsdale on 23rd April 1299.<sup>11</sup> On 16th November 1299 he is ordered to strengthen the palisade of the close of Lochmaben Castle.<sup>12</sup> This was doubtless the older castle which was erected on another site where there is sufficient left of what may well have been a mote before there was a stone castle erected at the Castle Loch. On 12th June 1302 he receives £50, the balance of the repairs of his Castle of Tybres.<sup>13</sup> He was made prisoner in Tibbers Castle by Robert Bruce in February or March 1306.<sup>14</sup> On 4th August 1306 John de Seton was drawn and hanged for holding it against the king.<sup>15</sup>

<sup>2</sup> *Great Seal*, vol. i. p. 29, No. 53.

<sup>3</sup> *Hist. MSS. Com. Report*, Duke of Buccleuch, p. 32, No. 54.

<sup>4</sup> *Ibid.*, p. 33, No. 56.

<sup>1</sup> *Cal. Doc. Scot.*, vol. ii. p. 139, No. 582.

<sup>2</sup> *Ibid.*, p. 140, No. 539.

<sup>5</sup> *Ibid.*, p. 220, No. 839.

<sup>8</sup> *Ibid.*, p. 244, No. 950.

<sup>11</sup> *Ibid.*, p. 271, No. 1067.

<sup>3</sup> *Ibid.*, p. 155, No. 660.

<sup>6</sup> *Ibid.*, p. 224, No. 853.

<sup>9</sup> *Ibid.*, p. 252, No. 986.

<sup>12</sup> *Ibid.*, p. 282, No. 1112.

<sup>4</sup> *Ibid.*, p. 176, No. 742.

<sup>7</sup> *Ibid.*, p. 240, No. 930.

<sup>10</sup> *Ibid.*, p. 257, No. 1005.

<sup>13</sup> *Ibid.*, p. 331, No. 1307.

<sup>14</sup> *Registrum Abbatiss Johannis, Whithamstede*, Rolls Series ii., iv. 347. This letter, ascribed by the editor to 1298, plainly belongs to 1306.

<sup>15</sup> *Cal. Doc. Scot.*, vol. ii. p. 486, No. 1311.

Robert Mateland of Auchincassill a charter of 'locum Castri et montem nuncupatum le Mote de Tibris' with bounds and pertinents extending to two acres, etc.<sup>1</sup> James Maitland is retoured as heir to his father, Robert Maitland, in certain two acres of land in the town of Tibris on 11th May 1506.<sup>2</sup> These two acres seem to have contained the mote, for on 21st July 1510 he renounced in favour of Sir William Douglas of Drumlanrig 'the twa akiris of land, the Mote and Castellstead of the Tybbiris.'<sup>3</sup> Tibbers is again referred to in the Crown charter in favour of John Maitland of Auchingassill and his heirs on 25th April 1541 as 'castri locum et montem *lie* Mote de Tibberis nuncupat., extenden. ad duas acras terrarum.'<sup>4</sup> In parecept by Queen Mary on 12th July 1544 for granting sasine to James Douglas of Drumlanrig the stead of the Castle is mentioned, 'Castri locum *alias* Castell Mote of Tibberis.'<sup>5</sup> It is followed by a commission by her in his favour to hold courts, appoint deutes, etc.<sup>6</sup> The lands and barony with the Castle and 'Castellmoit' are mentioned in the service of William Douglas of Drumlangrig as heir to his father Sir James Douglas of Drumlangrig, 17th October 1615,<sup>7</sup> and again in the service of James, Duke of Queensberry, as heir male of entail to his father William, Duke of Queensberry, 22nd October 1695.<sup>8</sup>

Citing only one example in Ayrshire, we would select Tarbolton Hill, because not only is there the mote hill here, but in close proximity to it there is another mound which still bears the name of the Gallow hill. Chalmers, speaking of Tarbolton, says, 'At this village there is a

<sup>1</sup> *Hist. MSS. Com. Report*, Duke of Buccleuch, p. 19.

<sup>2</sup> *Ibid.*, p. 34, No. 59.

<sup>3</sup> *Ibid.*, p. 14, No. 12.

<sup>4</sup> *Great Seal Register*, 1541, No. 2342.

<sup>5</sup> *Hist. MSS. Com. Report*, Duke of Buccleuch, p. 18, No. 26.

<sup>6</sup> *Ibid.*, p. 21, No. 32.

<sup>7</sup> *Dumfries Retours*, No. 189.

<sup>8</sup> *Ibid.*, No. 344.



mount or small hill, which was formerly the court-hill of the barony of Tarbolton, and the hall formerly built on this mount was the chief messuage of the barony, where sasine was given.' <sup>1</sup> In a grant of the lands and barony of Tarbolton to John Stewart, son and heir to Matthew, Earl of Lennox, and Elizabeth Stewart, his spouse, in which those lands were incorporated into a free barony, they are referred to as 'quas [terras] rex pro bono servitio incorporavit in unam liberam baroniam de Torboltoun, et ordinavit aulam situat. super le Courthill de Torboltoun fore capitale messuagium ejusdem.' <sup>2</sup>

It would be easy to add to the few examples we have given, but they will suffice to show that many a mote stands recorded as the original judicial gathering-place of a Scottish barony or regality.

The question naturally arises: Where were the Melrose Regality Courts held, and is there any evidence of a mote in the neighbourhood? From the 28th March 1657 <sup>3</sup> courts were regularly held in the Tolbooth. On 1st July 1607, it is recorded that the court was held 'in the kirk,' <sup>4</sup> indicating, we think, that this was an exceptional meeting-place. The earlier courts, we imagine, would be held within the Chapter House or other buildings apart from the Abbey itself, as ecclesiastics were prohibited from holding their courts within a church. <sup>5</sup> We have failed to discover the site of a mote in the neighbourhood of the Abbey, though the ancient landmark of the Gallowbrae is still to be found.

The history of the Monastery of Melrose dates from the end of the sixth, or the beginning of the seventh

<sup>1</sup> Chalmers, *Caledonia*, vol. iii. p. 515.

<sup>2</sup> *Great Seal Register*, 1511, c. 3691.

<sup>3</sup> *Regality Court Books*, vol. i. p. 138.

<sup>4</sup> *Ibid.*, vol. i. p. 34.

<sup>5</sup> *Acts of Parliament*, vol. i. p. 388.

century, when a religious house was established on the right bank of the Tweed, about a mile below Leaderfoot, at a point where the river, making a sudden bend, forms a natural defence to the site.<sup>1</sup> The first abbot of this monastery was Eata, pupil of the great Aidan, Bishop of Lindisfarne ;<sup>2</sup> the first prior, Boisil or St. Boswell. More famous still was the member of the fraternity who on the death of Boisil was appointed prior in 664,—St. Cuthbert.<sup>3</sup>

In 839 the Monastery was burned by Kenneth, King of the Scots. Though restored to some extent and more than once reinhabited, it was allowed gradually to fall into decay and was finally abandoned in the second half of the eleventh century. For generations thereafter it was much frequented by pilgrims who came to pay their vows at its shrine of St. Cuthbert's Chapel.

In 1136 David I. founded a new monastery on the Tweed, two and a half miles west of the former building ; and the name of Melrose being transferred to this later foundation, the earlier was henceforth known as Old Melrose. To the new monastery of Melrose, completed in 1146, came a company of Cistercian monks from Rievaulx in Yorkshire.

In 1322 the Monastery was ransacked and destroyed by the English army under Edward II. For its rebuilding Robert the Bruce made a grant on 26th March 1326 of two thousand pounds out of the revenues from the escheats, fines, etc., of the county of Roxburgh.<sup>4</sup> On 10th November 1357 David II. granted a protection in favour of the Abbey,<sup>5</sup> and on 31st August 1358 the monks

<sup>1</sup> Eyre's *History of St. Cuthbert*, pp. 13 and 235.

<sup>2</sup> *Simeon of Durham*, Bede, lib. III. c. 26.

<sup>3</sup> Bede, lib. IV. c. 29 ; Raine's *North Durham*, pp. 60, 62.

<sup>4</sup> *Liber de Melros*, vol. ii. p. 325, No. 361 ; *Acts of Parliament of Scotland*, vol. i. p. 483 (red paging).

<sup>5</sup> *Liber de Melros*, vol. ii. p. 398, No. 433 ; *Acts of Parliament of Scotland*, vol. ii. p. 329.

obtained from him the whole custom of their wool.<sup>1</sup> Their lands were then confirmed to them, and they were erected into a free regality,<sup>2</sup> so that from this date (1358) we can trace the existence of an heritable jurisdiction.

It is more than likely that the monks had exercised judicial powers from the time of the establishment of the monastery, for we find a reference to their court in the time of Robert I. (1306-27).<sup>3</sup> Other monastic establishments had already acquired judicial functions: the Priors of Coldingham acted in a judicial capacity in their court on Homelenoll as early as 1202-8,<sup>4</sup> and Richard, Abbot of Kelso, held a court of regality on 15th August 1285 at Reveden (Redden).<sup>5</sup> At first the abbots of Melrose themselves exercised jurisdiction over their vassals, but later on it will be found that they delegated their duties to a lay assessor, and the appointment became hereditary in the hands of the Scotts of Branhholm, who latterly became the Dukes of Buccleuch.

Richard II., raiding the country in 1385, burnt the Abbey of Melrose. In October 1389, however, he indemnified the monks by granting a reduction of two shillings on each sack of wool up to one thousand sacks which they should export from Berwick-on-Tweed.<sup>6</sup>

Sir Walter Scot of Buccleuch, 'Wicked Wat,' was appointed bailie of the Abbey lands in 1519 by Robert, Abbot of Melrose. The office was shortly after made hereditary, and confirmed by a charter under the seal of the Papal Penitentiary, dated 12th May 1525.<sup>7</sup>

By the reign of James I. the worldliness and arrogance of the churchmen, the monks of Melrose among others, had become marked, and disapproval of the tone of their

<sup>1</sup> *Liber de Melros*, vol. ii. p. 401, No. 436.

<sup>2</sup> *Ibid.*, p. 399, No. 435.

<sup>3</sup> *Ibid.*, vol. ii. p. 341, No. 377.

<sup>4</sup> Raine, *North Durham*, Appendix, No. 185, p. 44.

<sup>5</sup> *Liber de Calchou*, vol. i. p. 179, No. 218.

<sup>6</sup> *Cal. Doc. Scot.*, vol. iv. p. 88, No. 397.

<sup>7</sup> *Scots Peerage*, vol. ii. p. 229.

lives was increasing amongst laymen. In the course of the next generation discontent was rife, but such reforms as were attempted by the general chapter of the Cistercian Order at Cîteaux in the time of James v. were rendered ineffectual by the petitionings of the monks. The abuses of the Church of Rome remained to be swept away only by the overpowering force of the Reformation.

The Abbey was demolished in 1545 by Sir Brian Latoun and Sir Ralph Evers, who made an incursion into Scotland and defaced the tombs of the Douglasses at Melrose, an outrage which the Douglasses and the Scotts avenged in the battle of Ancrum Moor.

When at length the Reformation came, by Act 6 James v. c. 20, the Church lands were appropriated to the extent of one-third of the revenue of the benefices, and the superiority was annexed to the Crown. On 7th June 1568 Michael Balfour, Commendator of Melrose, by authority of Royal letters, dated 3rd March 1557, granted in feu farm to Alexander Balfour of Denemyne a large amount of the Abbey lands.<sup>1</sup> In 1566 Queen Mary had granted the Abbey lands to Francis, Earl of Bothwell; and on Bothwell's forfeiture the Monastery with its lands and lordship, and with power to feu the lands, was granted on 1st May 1569<sup>2</sup> to James Douglas, second son of Sir William Douglas of Lochleven, as Abbot and Commendator. The grant is explained by the fact that the Commendator's mother was also mother of James Stuart, Regent Moray, by James v. The Act of annexation of 1587 put the lands under the complete power of the Crown.<sup>3</sup> On 9th December 1606<sup>4</sup> the Commendator resigned the lands into the hands of the king, in

<sup>1</sup> *Great Seal Register*, 1546-80, p. 460, No. 1819.

<sup>2</sup> *Register of Presentation to Benefices* (General Register House, Edinburgh), vol. i. f. 23.

<sup>3</sup> *Acts of Parliament*, vol. iii. p. 431.

<sup>4</sup> *Liber de Melros*, vol. ii. pp. 657-9.



order that they might be erected into a temporal lordship in favour of the Earl of Morton.<sup>1</sup> The Earl of Morton having resigned the lands and lordship, the king, on 28th August 1609,<sup>2</sup> granted them in favour of John Ramsay, Viscount Haddington, for his services in the Gowrie Conspiracy on 5th August 1600. In this grant an allowance was made to James Douglas, the Commendator, and all regalities were reserved. This John Ramsay was a son of Robert Ramsay of Wyliecleuch. He was created Viscount Haddington and Lord Ramsay of Barns on 11th June 1606, and on 28th August 1609 Lord Ramsay of Melrose,<sup>3</sup> when he obtained a charter of the lands and barony of Melrose, which were then erected into a free lordship and barony with power to appoint a provost and bailies, admit burgesses, etc., but these powers were never exercised. He resigned the peerage, lordship, and barony on 25th August 1618 in favour of Sir George Ramsay of Dalhousie, a relative, who received the grant and the title of Lord Ramsay of Melrose.<sup>4</sup> John Ramsay went into seclusion for a short time, but on 22nd January 1620-1 he was created Baron of Kingston-on-Thames and Earl of Holderness. When resigning the earldom he sold the lands of Melrose on 30th September 1618<sup>5</sup> to Sir Thomas Hamilton, who on 19th November 1613 was created Lord Binning,<sup>6</sup> and on 20th March 1619 Earl of Melrose and Lord Byres and Binning.<sup>7</sup> On 14th February 1621 the Earl of Melrose received from James VI. a new grant of the lordship and barony of Melrose and all the temporal rights that the Abbey of Melrose had formerly

<sup>1</sup> 4th Nov. 1606, *Roxburgh Returns*, No. 43.

<sup>2</sup> *Great Seal Register*, 1609-20, p. 51, No. 139; *Acts of Parliament*, vol. iv. pp. 461-4.

<sup>3</sup> *New Scots Peerage*, vol. iv. pp. 297-302.

<sup>4</sup> *Great Seal Register*, 1609-20, pp. 692, 710. Nos. 1913 and 1958.

<sup>5</sup> *Ibid.*, 1609-20, p. 693, No. 1915.

<sup>6</sup> *Ibid.*, 1609-20, p. 339, No. 926.

<sup>7</sup> *Ibid.*, p. 726, No. 2010.

held, which was to be called the Burgh of Regality of Melrose, power being granted him to create a provost, bailies and councillors, and to have market and levy customs.<sup>1</sup> These superiority rights were purchased by Ann, Duchess of Buccleuch. In 1747 her descendant, Lady Isabella Scott, obtained the sum of £5000 as compensation for the regality rights on the abolition of heritable jurisdiction.

The series of records of the Regality of Melrose, now published by the Scottish History Society, begins with a volume of Acts and Decreits of the Bailie's Court, for the period from 31st August 1605 to 17th June 1609, preserved in the Register House, Edinburgh. The Court Books, containing the Registers of Decreits between the years 1609 and 1657, appear to have vanished, and the Editor has been unable to trace them, but a record of the Court during this period is contained in a single volume, a Register of Deeds, Obligations, Hornings, and Indentures, covering the period from 15th February 1641 to 5th August 1651, now in the possession of Mr. James Curle of Priorwood, Melrose, who has kindly offered it for publication by the Society, together with other documents relating to the Court. Three further volumes belonging to Mr. Curle continue the series of Acts and Decreits from 28th March 1657 to 11th March 1676, while some unbound sheets, containing matter relating to the proceedings against Covenanters and others, bring down the Register to 12th July 1682. From separate sheets, also in Mr. Curle's hands, we have the Enrolments of the Regality Court for the years 1682 to 1684. Finally, there is included a volume of Hornings, Inhibitions, etc., for the period 1662 to 1706, also from the Register House.

The Regality Books contain a great amount of

<sup>1</sup> *Great Seal Register*, 1620-33, pp. 37-39, No. 127.



local and general information of value to the historian of the Borders. During the greater part of the period embraced in the books the owners of Branksholm, now the Dukes of Buccleuch, were the Lords of Regality, as we have previously noticed, under whom there were various bailies acting. Walter Chisholm of that Ilk is the first bailie depute mentioned. The next is 'Dene Jhonne Watsoun.' He was apparently the last of the monks of the priory, and at the time of the Reformation entered the reformed church. In a volume of Charters in the hands of the Society of Antiquaries, there is a Tack by James Douglas, Commendator of Melrose, and James VI., the patron of the abbacy, in favour of Robert Scott of Thirlestane of the Kirk of Ettrick with the teinds, dated at Holyroodhouse, 7th December 1594. One of the witnesses is Dene Jhonne Watsoun, who signs himself as 'only convent,' thus indicating, we take it, that he was the last of the monks. Another bailie mentioned in the earlier part of the volume is Gideon Jackson of Lochhouses.

Turning to the subject-matter of the volumes before us, we find that they are composed of a great amount of material of a very varied character and of the greatest value to the historian and genealogist, throwing light upon the manners and customs of the people of the Borders, the way they lived, the things they said and did, the mode in which they managed and worked their lands, what they ate and drank, and the price they paid for their commodities.

The Decrets obtained for debt call forth comment only on the general poverty which then existed, and the insufficient coinage of the country. The Decrets are themselves interesting on account of the quaint expressions used, and the information they afford concerning the amounts sued for and the character of the goods or articles supplied. For example: 'Wm. Boustoun in

Galtounsyl is decerned to pay James Thomson 20 merks [one shilling and eight pence sterling] as ane part of *toucherguid* with twa merkis money as for 2 firlots meill, crop 1595'; or again: 'Ordanes the decision of the cummer and debait betuix David Jamiesoun to be endit betuix and this day xv dayis or ellis thai salbe condemmit in the bluid and tuilze.'

Generally it might be said litigants went before the bailie with an action for the smallest trifles, and proceeded with the process in due solemnity. Next we have 'retours' or services of heirs carried through before the bailie, in which a jury is empanelled, witnesses cited, and after inquiry a judgment pronounced in terms of the findings of the jury, declaring the propinquity of the claimant to the deceased and his right to the heritable or movable estate, as the case may be.

Proofs were taken as to heritable titles in cases of disputed ownership. Boundaries and marches were investigated, proofs led, and the rights of parties determined. The vassals of the Regality, apart from the town of Melrose, appear to have been thirled to the Milne of Langshaw, but in many cases, obviously to avoid payment of the thirle multures, the feuars seem to have preferred to go elsewhere. A good deal of litigation consequently appears to have arisen both before the bailie and the Supreme Courts to compel these recalcitrants to send their grain to be ground at Langshaw and to pay the dues exacted.

Acts were passed by the bailie regarding Sunday closing: fleshers were ordained to close all day, and hostlers during the hours of Divine Service. Rules were enacted regarding drunkenness, brawling, assaults and miscallings or slanders. Fines were imposed regarding trespassing, both by men and cattle, and schedules of such fines were fixed. Actions for removing tenants and for violent profits were instituted and disposed of. Caution was demanded and obtained

in actions of lawburrows and in security for debt and other kindred purposes. In criminal matters, assaults, batteries, and all cases of effusion of blood were dealt with ; fines were imposed, and the goods and effects of the defender or culprit pointed and sold.

The vassals of the Regality had to appear at the Court, whether to act as jurymen or otherwise, and were held as concurrents to the judgments passed by the bailie. Those failing to attend or give good reason for their non-appearance at the half-yearly courts were fined.

The Court was a court of record, and Writs were recorded in volumes, some of which are still preserved, and are now printed. The Writs recorded consist of settlements, marriage contracts, bonds for debt or of caution, apprentice indentures, decrees arbitral of arbiters or oversmen, 'retours' in services of heirs, acts and rules of Court, and generally a record of all the judgments of the Court.

Many of the quaint expressions found in the records call for elucidation, but as glossaries have already been printed in several earlier volumes of the Scottish History Society's publications, we need only refer our readers to these and to the several editions of Jamieson's *Scottish Dictionary* for the explanation of obsolete words and terms.

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CHARLES S. ROMANES.

EDINBURGH, 15th October 1914.



## RECORDS OF THE REGALITY COURT OF MELROSE

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholm of that Ilk, be ane dispensatione grantit be our soverane Lords Counsell to the last of August instant, the penult of August *anno 1605.*

The quhilk day anent the actione and cause intentit and persewit be James Edzar in Melrose aganes Patrik Luikup thair, allegcand in his libell that the said Patrik ejecttit him fra ane acre of land liand in the Annaye, and hes in the samein persewit for the violent profiteis thair of of the cropis and yeirs of God j<sup>m</sup> sax hundreth tua, vi<sup>c</sup> thre and vi<sup>c</sup> four yeirs; the defenses, answers and eiks beand hard seine and considerit be the juges, as alsua pruiweis led to pruiwe the quantite of the sawing, and beand adviscit in the premises, decernes the deffender to pay to the complaner for evere yeir of the thrie yeiris libellit for xiiij  $\frac{1}{2}$  firlots beir sawing according to the feird corne the beir and the aits to the thrid corne, half of the ane and half of the uther, conforme to the liquidatione, and ordanes him to be repossessit to the possessiounne thair of sua sone as the corne is of the grund, and to intent actione for the crop therupone presentlie, and the said Patrik to find catione to be answerabill for the same, defalkand the maisters dewte, togidder with expenses debursit in persuit for the same, and ordanes the samein to be put to execution and mak the complaner to be payit within term of law *apud acta.*



The quhilk day anent the actione intentit be Walter Thorbrand in Lessuddane, and Jhone<sup>1</sup> Thorbrand his tutor, aganes Thomas Ker there, anent the redemeing of ane quarter of ane husband land in Lessuddane be the soume of j<sup>c</sup> pundis, quha beand lauffulle warnit be ane instrument of premonition and the money consignit and instrument thairupone, and the actione dependand, their defenses and answers red sene and considerit and beand ordaineyt to use eiks this court with certificatione the juge sould decerne; the pairte beand callit upone and the defenders nocht compearand conforme to the act, the juge decerneit the land lauffullie redemeit and ordanes the officer to put him in possessione sua son as the corne is sherit, with expenses *apud acta*.

The baillie court of the regalite of Melros haldin thairat be Walter Chisholme of that Ilk, baillie deput of the said regalite, etc., the tuentie thre of October 1605; *curia affirmata et sectis vocatis*.

The quhilk day Androw Davidsone in Melros is decernit to pay to James Duncane ther the soume of xvi l. and that becaus the samein is fund as just det; the said James requirit act.

The quhilk day the juge continewis the interloquoutor to be pronunceit betuix Mergareit Cairncroce and Michael Fischear to the nixt court; Jhon Watsone grantis the resait of the proces; pairtes wairneit *apud acta*.

The quhilk day compeirit Thomas Ker in Lessuddane and protestit for the just extract of the decreit pronunceit against him upon his expenses, quhilk the juge grantit, and thairupon he tuik act.

The quhilk day it is statuit and ordaineit that quhatsumevir persone or personeis flescharis or oistlaris that sellis meit drink or fleshe one the Sabothe day within the toune of Melros, the oistlaris the tyme of preiching and the flescharis the said haille day, that they sall be poindit

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<sup>1</sup> The similarity of the scribe's *Jhone* and *Thom* makes it exceedingly difficult in some cases to decide which is meant.



according to the Act of Parliament, and ordanes the officer to put it to executione and ordanes Robert Ker, James Edzar, Jhone Hunter, Robert Wallace to accompanie the baillie in poinding and putting all materis to ease [*sic*].

The quhilk day Robert Wallace in Melrose fand Androw his brother catioune and souerte that he sould nocht trubill Jhone Hall nor na wther persone in Melrose in na tyme heirefter, and he becam catione in lik maner for the said Robert.

The quhilk day James Nicholl in Melrose fand Jhone Pringle of Bukholme catione and souerte that he seuld nocht trubill Robert nor Androw Wallace in word, deid nor [countenance] in na tyme heirefter quha confessit the same, wnder the pan of j<sup>e</sup> merkis; the saids James oblissit him to releiff his said catiounear.

The quhilk day compeirit Patrik Luikup in Melrose in judgement and renunceit the possessioun of ane acre of land liand in the Annaye of Melrose acclameit be James Edzar, to the effect the said James may enter thairto conforme to the decreit obteneit be him thairof, and als protestit that na violent occupatioun or occatioune thairof may tuiche him heirefter, and thairupone tuik actis.

The quhilk day compeirit George Donaldsone in Melrose and became catioun to the baillie or Androw Davidsonsone thair that he sould in na tyme heirefter mak na trubill tuilze nor bryle naither be word nor deid be his occatioune to na persone nor personeis duelland within Melrose land, wnder the pane of j<sup>e</sup> merkis money.

#### Penult of October 1605

The quhilk day compeirit David Wrycht in Galtounsye and William Wrycht his sone and James Duncane in Melrose and became actit bundin and oblissit everie ane of thame for wther conjunctlie and severallie that thai nor nane thai may lat sall molest nor injure David Bernard, wrycht in Melrose, nather in word, deid nor countenance, wnder the pane of j<sup>e</sup> l., except it be by law.

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that ilk and Dene

Jhone Watsone, baillie deput, lauffullie constituit, etc., the vi of November 1605, *curia affirmata et sectis vocalis*.

The quhilk day William Lyall in Blanislie is decerneit to pay to William Quhit in Sproustoune for ten bollis aittis v l. the boll deduceand iiij l. v s. with tuo pekis aitis, and that in respect of the persewars aith, the deffender beand arreistit to that effect, quherupone he requireit act.

The quhilk day Michael Riddell is absolvit of v. bollis beir allegeit sauld be him to George Paton, in respect of his aith.

The quhilk day Jhone Hunter, messingeir, is decerneit to pay William Blaike, fleschar, the soume of xxv l. xvi s. viij d. as for certane det auchtand be my Lord of Melrose, and that because the said William hes deponeit that the said Jhone resaveit ane precept direct fra my Lord to him and became dettour of the same ; quherupon he tuik act.

The quhilk day Elspeth Inglis in Blainslie is absolveit of the allegeit cationrie acclameit be William Quhit in Sproustoune for William Lyall in Blainslie, in respect of hir aith gewein thairupone in jugement.

The baillie court of the regalite of Melrose haldin thairat be Jhone Watsone, baillie deput of the said regalite, lauffullie constituit, the xx of November 1605.

The quhilk day Adame Williamsone in Galtounsyeid is decernit to pay to Jhone Bell xl s. money as for the rest of malt silver, and that in respect of the persewars aith *apud acta*.

. . . The quhilk day Androw Setoune in Newtoun is decernit to pay to Mongow Donaldson in Melrose for viij½ firlottis quheit of the crop 1603 yeiris conforme to the liquidatioun, and that because he hes confessit that he was catioun for Jhone Pringle in Faneis ; quherupone the said Mongow requireit act.

The quhilk day William Boustoune in Galtounsyeid is decerneit to pay to James Thomsone thair the sowme of

xx merkis as ane pairt of toucherguid with ten merkis money as for ij firlois meill of the crop 1595, in respect of the persewars aith deponet [in] jugement in the defenders absens.

The baille court of the regalite of Melrose haldin thairat be Jhon Watstone, baille deput thairto be ane dispensatioun grantit be our souerane Lordis Counsell, etc., the secund of Aprile 1606.

The quhilk day compeirit Jhone Hunter, messingeir, be ane procuratorie maid to him be Williame Cairncroce of Colmislie to persew David Bell in Alanshawis conforme to ane libell or clame produceit be him at the instance of the said William againes the said David, as the clame and procuratorie beiris, and for instruction of the libell the said Jhon produceit ane decreit of removeing past at the instance of the said Williame ageneis the said David beffoir the Lordis of our souerane Lordis Counsell and Sessione for removing of the said David fra the land of Alaneschawis, as the same of the dait the xiiij of Merche 1606 yeiris at lenth specefeis, and desyreit a proces in the said actioun; to the quhilk the juge ansuerit and ordaineit the copy of the clame to be deliverit to the deffender and to be arrestit againes the nixt court, with certificatioun.

The baillic court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk, baille deput of the said regalite, lauffullie constituit, etc., the ix of Aprile 1606.

The quhilk day compeirit Jhon Hunter procurator in nam and behalf of Walter Thorbrand, nefo and aire to umquhile James Thorbrand in Lessuddan, his grand-schir [*sic*], quha produceit ane breif raisit at the instance of the said Walter to serve him as aire to his said guidschir, deulie exeeut and indorsat, and for instructioun thairof produceit ane few charter maid to the said umquhile James of ane husband land and ane quarter of ane husband land, maid and subscribeit be umquhile James,

Commendatar of Melrose, of the dait the xxij of Februar 1556, togidder with ane instrument of seasing past thairupon of the dait the xxiiij of Februar 1556, and desirit an inqueist to the effect the said Walter mycht be serveit according to his clame; quhich the juge admittit.

The inqueist:—Jhone Kyle in Lessuddane, James Jamesone thair, James Couehran thair, James Unes thair, James Lethen thair, Jhone Jamesone thair, Thom [?] Kyle thair, Jhon Anderson, elder, in Neutoun, Androw Hetoun thair, Nicoll Couchran thair, Mongow Myln thair, Mungow Anderson thair, Richert Selaitter in Eldone; Jhone Kyle chancellor.

The quhilk day the haile inqueist decerneit affirmative the said Walter Thorbrand aire to his said umquhile grandschir James Thorbrand in respect of the writtis produceit, and that na persone came to object in the contraire, and that gif any error be thaim committit it is na wilfull error bot ignorance, and thairupoun tuik act the said chancellor in name of the rest.

The quhilk day anent the violent profits acclameit be Williame Cairneroce of Colmeslie aganest David Bell in Alanschawis this day beand assignit to him to answer to the clame, he compeirit in jugement, and first renunceit the possessioun of the landis of Alanschawis and also he becam in the complinars will of the violent profits acclameit; quhairupoun Jhon Hunter, procurator foir-said, requirit act.

The quhilk day William Bowar in Eildone is decerneit to pay to Barbara Duncane xiiij l. money in respect of his confessione.

The quhilk day Gawen Eleis in Westhoussis is decerneit to pay to Jhone Dunlop in Lindein the soume of x l. x s. as for the price of thre firlotis iiij pekis meill coift and ressavit be him fra the said Thomas, and that in respect of the deffenders confessione.

The quhilk day James Duncane in Melrose is decerneit to pay to Hew Maben, younger, viij l. in respect of his confessione.



The baille court of the regalite of Melrose haldin thairat be Dene Jhone Watsone, baille deput of the said regalite, the xvj of Aprile 1606.

The quhilk day Jhone Pringle in Langschaw is decerneit to pay to Hendre Depo for sevin firlotis aitis of the crop 1605 and that for corne eitin be his guidis, price of the boll , and that in respect of the persewars aith.

Compeirit Thome Trotter and Sande Andersone anent the clame acclameit be Jhon Waichtman and James Moss agane thame for Jhon Cairncroce, and because this day is assigneit thai compeirit nocht, the saids parte protestit for expenses.

The quhilk day beand assignit to James Hall to pruf the mairche stane liftit wrangouslie be Edward Derling fra betuix the roun pertening to him and Jhone Hall his brother sone, quhilk sufficientle he hes done, and ordanis the same to put in agane, and the cairn of stanes to be removeit, under the pane of x li. within xlviii hours.

The baillie court of the regalitie of Melrose haldin thairat be Dene Jhone Watsone, baille deput of the said regalite, lauffullie constitut, the xxiiij of Aprile 1606.

The quhilk day compeirit Jhone Hunter, procurator in name and bechalf of William Mein, oeye and aire of umquhile David Mein in Newsteid, and produceit ane breif raisit at the instance of the said Williame dewlie execuut and indorseit to be scrweit as aire to his said guidschir to all landis quherintill he deit vest and seasit lawfull tym being bidin and lauffullie proclameit in jugement, na pairte compeirit to object, dessyrit ane inqueist to be choisin to serve him in maner foirsaid, and for instruction produceit ane boundand charter of the lands of Newsteid quherintill the said David his name is speciall expressit, containand sax acres toun land and sax acres of coit yard land, and desyrit proeces, quhilk the juge grantit, quherupon the said William requyreit instrumentis, and eelectit ane inqueist, to wit, Jhone Notman in Moshouses,



Jhon Hetoun in Dernik, Nicholl Merser there, Richard [Robert] (?) Wallace in Melrose, James Mitchell there, Walter Eleis in Dainzeltone, Andrew Mein in Wowpla, William Fischear, Sande Trotter [?], Thom Broun there, Ritchart Schlatter in Eildoun, Jhone Vaire there, Nicholl Bowar there ; Walter Eleis, chancellor.

The haile inqueist serveis the said William Mein as aire to his said guidschir his lands foirsaidis affirmative and that in respect of the charter produceit, and the chancellor foirsaid protestit that gif any error be committit that the samein is done be ignorance and nocht in wilfulnes.

The quhilk day James Thomsone in Galtounsyeid is decerneit to pay to Wille Blaikie for j firloft beir crop 1604 and twa bolls beir baire met of the crop 1605 [?], price of the boll , with expenses, in respect of the persewars aith, and therupone tuik act.

The quhilk day the actions of dett acclameit be Thome Ker against Thom Merser in Brigend is submittit to the decisioun of Walter Eleis for Watte Eles [*sic*], and of Jhone Notman for Thome Merser, and in caice of variance ane oursman, and sall decerne within xv dayes.

The baillie court of the regaltie of the [*sic*] Melrose haldin thairat be Walter Chisholme of that ilk, baillie deput of the said regaltie, lawfullie constituit, the last of Aprile 1606.

The quhilk day Thom Hay [?] is decerneit to pay to Jhon Bowar xl s. in respect of his aith.

The quhilk day Jhon Notman becam cationer for Wille Mude, elder, younger, Jhon and James Mudeis, that thai salbe ansuerabill to satisfe the kirk for payment of the bluids and satisfeing of the parte efter tryall, and that na injurie salbe comittit to this day xv days under the pane of v<sup>c</sup> merks. The said William Mudie oblisses him to releife his cationer foirsaid in all pointis, anent the cumer fallin out betuix tham and Walter Eleis in Dainzeltoune.

The said day the said Walter Eleis fand Michael

Fischear in Dernik cationer for him, his bairns, kin, freinds, allia, that assurance sall stand betuix thame and the Mudeis to this day xv dayis and for satisfeing of the kirk the bluid to the baillie and the parte, under the pan of v<sup>e</sup> merks. The said Walter oblissis him to releif his catiounear foirsaid.

The quhilk day Jhone Andersone in Newtone, elder, is decerneit to pay to Jhon Simsone ther as catiounear for Jhon Haiste in Eildone the sowme of x l. xvj s. viij d. money, and that in respect of his confessione.

The baille court of the regalite of Melrose haldin thairat be Dene Jhone Watstone, baille deput, the vij of May 1606.

The quhilk day compeirit William Ker, vekar of Lindene, and produceit his tua daismen and saw nane to say or reason aganis him in the actioun betuix him and Jhone Honeman, and therupon tuik act.

The quhilk day Robert Kyle in Lessuddane is decerneit to pay Mungow Kile ther the sowme of xx [*sic*] principall and xxxij s. iij d. annual-rent, in respect of his confessione of the ressait of the said soume, the said Mongow requirit act.

The quhilk day anent the actioun and cause persewit be Mungow Anderson in Newtone aganest William [*sic*] ther, this day beand assignit to the said William to gif in eiks to his deffences, the mater beand callit, comperit the said Mungow and past fra the persuit of the actioun for tym and place, and baith the parteis desyrit ther peices to be refoundit to thame.

The baille court of the regalite of Melrose haldin therat be Jhone Watstone the xiiij of May 1606.

The quhilk day the assurance is continewit betuix Watte Eles and the Mudeis to this day xv dayis, and the catiounears standand in the sam forme as it was affoir, and thai oblist tham to releife ther cationears penalte and all efter the first conditione.

The quhilk day James Unes in Lessuddane is decerneit to pay to James Bowar in Eildone the soume of x l. as cationar for Meg Young in Selkirk, in respect of the persewars aith.

The baillie court of the regalitie of Melrose haldin thairat be Jhon Watsone the xxviij of May 1606.

The quhilk day beand appointit to Walter Purves to prufe the det of xij l. with ij firlois meill and ane gray clok, price \_\_\_\_\_, he beand oft sumond and compeirit nocht, and the persewar present, the samein was referrit to the persewaris aith, and quher deponeit be his ayth the det awand of xj l. to his sone [*sic*] Meg Purves with tua firlois meill, and intromissioun with a clok, the juge decerneit the same, price of the meill iiij l. vj s. viij d. price of the clok \_\_\_\_\_, togidder with expenses in persuit of the samein deburseit the said [*sic*] Michael Riddell requireit act.

The quhilk [day] James Jamesone in Lessuddane is decerneit to pay to Hew Riddell there v l. x s. as for the price of ane meir coft be him, and that in respect of his aith gevein thairupon.

The quhilk day Ritchert Scلائter in Eildone is decerneit to remit the excambione maid betuix him and Meg Lethen of ane peice yaird pertening to Meg Vair, spous to Robert Middilmest, younger, in Eildone, for ane but of land possessit [be] the said Robert, and ordanis the officer to put thame baith in possessione of the samein.

The quhilk day Androw Clerk in Galtounsye is decerneit to pay to Adame Rowle [?], fleschar, ix l. viij s., viij l. thair of as det to him to selff [*sic*] and tua marks as cationer for Wille Halewel, and that in respect of the persewars aith.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhone Watsone, baillie deput, the xxv of Junij 1606.

The quhilk day anent the actioun and cause conteinit in the libellit summons raisit at the instance of William

Donaldsone in Carterhauch aganest Besse Dikesone in Dernik, makand mention that he causeit wairne hir fra the tenement, yaird, and ane shilling land, teind scheves incluseit, and thair pertinents, liand in Dernik, at Pasche last, and will nocht desist thairfra without sche be compellit, quha produceit the wairning dewle execut and indorseit, with ane contract and seasing beirand in effect that in caice the dewtie thairintill was not dewtefulle payit conforme to the contract that the said William sould have the possessioun of the samein quhill the redemptioun, in respect quhairof and of na objectioun in the contraire the juge ordaneit the said William to have the possessioun of the samein redemeabill conforme to the said contract and Sasine [?], with the victuall adettit, and ordanis the officer to put the samein to execution within terme of law.

The quhilk day anent the actioun of remowing intentit be Jhon Andersone aganes Mongow [Donaldson] for ane half landis rume and yaird, quhilk beand sawin, the said Jhon requirit cautoun for the violent profits, quha fand Ritchert Sclaitter in Eildone, and oblissis him to releife the cationear.

The quhilk day anent the acquittance acclameit be Robert Ker aganest Thom Mar for j<sup>c</sup> merks with thre oxin for ane parte of payment of ane uther hundreth merks, and desyrit his aith *de calumnia* gif he had just cause to deffend the same, quha deponeit that he had just cause to do the same. William Cranstoun requirit instruments.

The nixt court is assignit to the said Thomas to gif in his deffences.

The quhilk day the actioun of removeing betuix Jhon Hunter and Alexander Rogear is continewit to the Laird of Chisholm his presens, and ordanes the said Alexander to absteine fra persewing the said Jhon befor any juge quhatsumever, under the pain of xx l.

The quhilk day Wille Carter [?] in Colmslie is decerneit to pay to James Turnour in Langschaw xix merks for furnishing meit and drink, in respect of his confessioun.



The baillie court of the regaltie of Melrose haldin thairat be Walter Chisholme of that Ilk and Dene Jhone Watstone, baillie deput of the said regaltie, lawfull constituit, the second of July 1606.

The quhilk day Mungow Andersone gaif in deffences anent the actioun of remowing intentit be Jhon Andersone thair aganest him, and the juge ordanis answeris to be gewin in this day aucht dayis assignit.

The juge continowis interloquitor in the actioun persewit be Margareit Cairncroce againes Michael Fischear to this day xv dayis, and ordanis the deffender to [be] wairmeit to compeir to heir the sames.

The quhilk day Wille Haliwell in Galtounsye is decerneit to pay to Thom Hiltone [?] in Colmisle the pryces of thre bollis beir yerle as for the ferme of twa acres of land, sen the crop 1599 to the crop 1606, in respect of the seasing and contract produceit, with expenses, quherupon the said Thomas requirit act.

Compeirit Wille Bustoun in Galtounsye and protestit that the decreit gevein at the instance of Thom Hiltone [?] agaynst Wille Halewell be nocht prejudicial nor hurtfull to Wille Boustoun in Galtounsye him [? self] for gewein in of any defence in that mater or any promes maid be him for releif of the said William Halewell.

The quhilk day David Mein is decerneit to pay to Ritchert Wilsone in Newsteid half ane boll beir or the price, to wit , in respect of the persewars aith.

The quhilk day Jhone Rogear in Redpeth haveand intentit actione to persew Jhon Cairncroce thair for cutting of his wood, quha fand Sande Anderson thair cation and seurte to persew him criminalle under the pane of v c [*sic*]. The said Jhone fand Jhon Bell cationer that he salbe answerabill this day xv dayis assignit.

This day beand assignit to Thomas Mar in Newsteid to [give] his aith *simpliciter* upon the pointis of the clame persewit be Robert Ker aganeist him, it is answerit be the said Thomas that he aucht to be assolzeit *simpliciter* fra



the pointis of the clame in respect of the act of Parliament maid be King James the Saxt in the xiiij Parliament that quhatsumever pairte persewar or deffender invaidis, molestis, or trubillis ane uther, tryall beand taikin and verefeit the pairte invaidar to tyn his cause, and trew it is that the said Robert Ker hes oft and diverse tymes callit the said Thomas Mar ane comone theif preceeding the dait heirof, sayand and declairand he sould have his lif, and that he had feit ane for ane croun to taik his lif, lik as he hes now presentlie in jugement declairit and callit the said Thomas baith tratour and theif, quhilk former allegiance we offer to prufe the samein *instante*, quhilk aucht to be admittit conforme to the said act of Parliament, and gif your Lordships refuse the same protests for remeid of law, and for verefeing thair of hes produceit ane act of Parliament, and forther repeatit the former words in calling the said Thomas ane tratour, and thairupon tuik act. The juge answeris and appointis this day xv days to examyn the preifes, quhilkis ar Jhon Notman in Moshouses, George Romanus in Blainslie, James Jamesone in Lessuddane, Walter Eleis in Dainzeltone, Raulf Haliburtone, and for ferther verefecatione of the former allegiance repeatit the said Robert Kers depositione *in modum probationis*, and protestit far ferther diligence and renunceit all forther probatioun.

Compeirit the said Robert Ker and sayis the allegiance aucht to be repellit in respect he had put na hands in the persewar.

And likwayis the said [*sic*] William Bowe compeirand as procurator for the said Thomas Mar, deffender, and sayis the said Thomas aucht to be absolveit fra the clame in respect he hes invadit the said Williame be injurious words in jugement, quhairupon he requireit act of court and protestit for extract of the proces.

The quhilk day compeirit Androw Wallace, barrone officer of the regalite of Melrose, with his witnesses, quha verefeit the dew and laifull proclamatioun and indorsatioun of ane breife raiseit at the instance of William Robesone in Langschaw desyring to be serveit as aire

to umquhile Thomas Robesone, his father brother, in generall, and thairefter compeirit Jhon Wilke, procurator specialle constituit for the said Williame, and he beand personalle present affirming the same and for instructione produceit his clame and desyrit service conforme to the tennour thairof, and thairupon tuik instruments upon the proclamatioun, verefecatioun and indorsatioun thairof.

Compeirit Jhon Simsone, procurator for William Quhit, and tuik instruments upon the productione of the clame because it is generall and protestit that na farther nor speciall clame be hard.

Compeirit Jhon Wilke, procurator, and tuik instruments upon the productione of the clame, and sweiring of the inqueist, and protestis in caice the inqueist serve nocht affirmative conforme to the said clame for wilfull error.

The assise havand resoneit upon the service foirsaid, all in ane voice, to wit, Jhon Hetone in Dernik, Jhon Thomsone in Galtounsye, George Holm there, Robert Wallace in Melrose, Walter Eleis in Dainzeltoun, Thom Mar in Newsteid, William Fischear there, Berne Mein there, Androw Schlaiter there, Ritchert Schlaiter in Eildoune, Jhon Vaire there, Jhon Rogear in Redpath, Sande Andersone there, Thomas Trotter there, and Sande Trotter in Newsteid, in respect that na persone compeiris to object in the contraire thai decerne the said William Robesone to be nixt and laifull aire to the said umquhile Thomas in generall conforme to his clame, that he deyt, vest, and seaseit into at the faith and peace of our soverane lord the King, and protestit gif any nerrer aire be to the said umquhile Thomas that thai ar ignorant thairof and dois nocht the samein fraudfullie nor wilfulle bot sua far as thai understand, and thairupon Thomas Mar in Newsteid chancellor to the assise, requireit act, as alsua the said Jhon Wilkie, procurator foirsaid, upon the service requireit instruments.

Compeirit the said Jhon Simsone in name of William Quhitt, sone and aire of umquhile William Quhit in Colstounmylne, and protestit that this generall service

of William Robesoun prejuger nocht the said William Quhit of quhatsumever rycht or tytill maid be umquhile William Robesoun, brother german to the said umquhile Thomas Robesone, of quhatsumever lands or heretages disponit to the said umquhile William Quhit be the saids umquhile Thomas and William Robesouns.

The baille court of the regalite of Melrose haldin thairat be Dene Jhone Watsone, the ix of July 1606.

The quhilk day Sande Merser in Newsteid is decerneit to pay to Jhone Andersone in Redpeth the soume of xv l. with ane firloft beir of the crop 1602 conforme [to] the liquidatioun, in respect of his aith, quherupon the said Jhon requirit act.

The quhilk day Nicholl Bower in Eildone is decerneit to pay to James his brother the soume of iiij l. viij s. as for certane malt coft and resavit by him, in respect of the persewars aith.

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk, the xvj of July 1606.

The quhilk day Hob Hownam in Brigend is decerneit to remove fra the hous and yaird liand in Brigend to the effect that William Rankin in Birgein, just auner therof, may enter thairto as his proper heretage to be broukit, and that in respect of the nocht compeiring of the defender, and ordanis the officer to see this put to dew executioun.

The actioun betuix Jhon Andersone and Mungow Andersone in Newtone is continewit to this day aucht dayis and ordanis eiks to be givin in to his defences.

Compeirit Jhon Hunter, proloquutor constituit be the nychtbours of Redpeth in the actioun persewit be Jhone Cairneroe against thame anent the burning of the hous callit Craig hous, and sayis na proces aucht to be grantit at the persewars instance quhill he produce ane

confermeit testament of umquhile Besse Lythgow his spous quhais executors hes intres in the said cause, and ay and quhill the samein be produceit sayis the persewar hes [na] ground to persew, and thairupon desiris interloquutor.

The juge be interloquutor ordanes the said Jhone produce ane confermeit testament beffoir he be ferther hard.

The quhilk day it is submitit betuix Walter Eleis for his bairns and freinds and allya on the ane parte, and Williame Mude in Darnik for his bairns, freinds and allya on the uthir parte, that thai sall underly the sentence and decreit of Raulf Haliburtoune and James Nicholl as jugeis for the said Walter Eleis and of James Edgar and Jhon Notman as jugeis for the said William Mude, and in caice of variance, of Mr. Jhon Knox, oversman, anent the bluid committit on ather syd. The saids jugis hes acceptit the same and sall decerne betuix and the tent of August, and the oursman within aucht days thairefter. The saids partais requirit act.

The quhilk day Jhone Cairneroce is decerneit conforme to the act of cationrie maid be him, in respect it is sufficientlie provein that he hes miscallit James Linlithgow and Thome Trotter as mansworn carles.

The baille court of the regalite of Melrose haldin thairat be Dene Jhone Watsone the xxij of July 1606, *curia affirmata et sectis vocatis*.

The quhilk day Alexander Rogear in Melrose is decerneit to pay to Mr. Alexander Seatone, chalmerlane to my lord of Roxburgh, the soume of xiiij l. as for the price of ane meirt [? meire], in respect of his noncompeirance.

The quhilk day Alexander Rogear is decerneit to remove fra the auchten parte of the quarter of the land in the Wairds and parte of the tenement wodset to him be umquhill Jhon Middilmest in Melrose under reversioune upon the soume of lxxxviiij l., and that because the said William hes produceit ane infestment gevein to him thairof be William Fischear in Newsteid, quhilk was



disponeit to the said William Fischear be Thom Middilmest, son and aire to umquhile the said Jhon Middilmest, togidder with ane precept of wairning, ane libellit sumonds, and ane instrument of premonitione and ane instrument of consignatione of the said soume, and that the said Alexander beand sumound to heir sentence pronunceit or ells to schaw ane cause quhy the samein sould nocht be done, quha beand oft callit on and nocht compeirand, the juge ordanes the officer to put this present to dew execution, *apud acta*.

The quhilk day Thomas Vaire in Newtone is decerneit to pay to Nicholl Couchrane thair the soume of lxij l. xj s. viij d. byrun annuells preceeding the xxv of Junii 1605 yeirs, with uther fourte pundis money as for ane yeirs annuell sensyne, and that in respect of his confessioun.

The quhilk day compeirit Mungow Andersone in Newtone sayand this day beand assignit to him to eik to his former defences gevein in against the libell of removing persewit be Jhon Andersone agains him and sayis he aucht not to be requireit to eik to his saids defences, quhill first the saids defenses be defenseit, repellit or admittit, and thairupon desiris interloquutor. The juge answeris and continewis to this day aucht dayis to pronounce.

Compeirit Jhone Lethen in Eildoun and haveand caused read the libell intentit be Richert Slaitter thair agains him, because it is mentionat thairintill that the said Ritchert hes possessit his half land aucht yeirs, and thairupon tuik act.

The quhilk day Alexander Rogear is decerneit to pay to Jhon Pencman and Jennet Spens for anc boll of bear coft be hir fra him, or the price, to wit, , and that in respect of the persewars aith.'

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholm of that Ilk, baille deput, the penult of July 1606.

The quhilk day Thom Halewell protestit that the actioun of ejectioun intentit be Mungow Andersone aganis him



sould na wayis tuitche him heirafter, in respect this day wer to pronunce, and the mater away taikin in arbitrement betuix Mungow and Andrew Lethen.

The baille court of the regalite of Melrose haldin thairat be Dene Jhon Watstone the saxt of August 1606.

The quhilk day anent the terme assignit *apud acta* to Androw Davidson in Melrose to gif in his deffences in the actioun of remoweing persweit be William Fischear in Newsteid againenst him, and for observing thairof gaif in his defence in the said mater togidder with the haile peices produceit, and farther protestit to eik beffoir interloquutor be pronuncit, quhill the juge admittit, quher-upon the said Androw tuik act of court.

The juge assignis this day aucht dayis to the persewar to answer to the deffences.

Compeirit Sande Andersone in Redpeth and sayis he aucht to be absolveit fra pairt of the clame be Mariane Cairncroce against him, in respect it is of verite that Jhon Cairncroce hir brother germane hes be contract of alienation, charter and seasing past thairupon hes sauld and disponeit to the said Alexander all and haile ane husband land, tenement, toft, croft, and thair pertinents, quhairof the said hous is ane parte and pertinent thairof, and hes bene in possessione of the same sen the dait of the dispositioun, of the dait at Melrose, the 20 of December 1597; and farther aucht to [be] absolveit in respect of [Act of] Parliament bearand all actiouns past thre yers can nocht be countit as ejectioun; and as to the remanent pairts of the clame remits to hir probatioun this day aucht days assignit.

[*On a leaf attached :*] Compleinis I, William Wrycht in Galtounsyd, upone James Wrycht there that quhair he maid compactioun and conditioun with me at Witsounday *in anno* 1605 that I sould work his work to him quhill Mertimes thairefter, and promiseit to me sufficient satisfactioun for my sustentatioun and fe, to wit,

daylie duiring the said space xxx d. the day and for my fe iij l., and albeit I remaineit and wrocht his work duiring the said space yit he refuses to mak ane payment without he be compellit. [*On the back :*] The quhilk day anent the actioun and cause intentit and persewit be William Wrycht in Galtonsyde aganis James Wrycht thair speciefiand in his lybell that the said James had maid compactioun and conditioun with him at Witsonday 1605 that he sould remaine as servant to him quhill Mertimes thereafter and promissit to him satisfactioun for sustaining of him [in] meit and drink daylie dureing the said spaice, xxx d. and for his halfe yeiris fie iij libs., as the persewar alledgit; the defender foirsaid compeirand in judgment denyit the contentis of the clame, and the persewar referring the hail to his aithe quha deponit that he maid na conditioun with the said persewar nather to pay sustentatioun nor fie, in respect quhairof the judge absolveis the defender fra the said clame in all pointis, quherupon the said James requirit act of Court. [*Endorsed :*] Sexto Augusti 1606, absolveis in respect of the defenders aith. (Signed) J. Scott.

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk, baillie deup of the said regalite, the xiiij of August 1606.

The quhilk day Robert Riddell in Fadounsyd fand Jhone Hetone in Darnik catioun that he salbe answerabill and the haile tennents in Fadounsyd as law will to all persons haveand intres duelland in Melrosland, quha oblisit him to releif his said catiounear, and therupon tuik act.

*Inquisitio* :—Michael Fischear; Jhon Hetoun; James Linlythgow; Sande Andersone; Nicholl Mercer; Thome [?] Trotter; James Stoddert; Andrew Hetoun; Quhinten Thomsone; Berne Mein; William Moffet; Sande Trotter; Nicholl Bowar; Robert Hall; Androw Selaitter.

The quhilk day it is submittit betuix James Nicholl in Melrose on the anc parte and Jhone Donaldsone thair

on the uther parte, that thai sall fulfill the sentence of Mr. Jhone Knoxe, minister at Melrose, and Michael Fischear, as juges for the parte of James Nicholl, and of Berne Mein in Newsteid and James Edgar, for the said Jhone Donaldsone, and of \_\_\_\_\_ as od and oversman, anent the bluid and wrong committit be the said Jhon upon the said James and all uthers actiouns quhatsumever questionabill, and sall decerne betuix and Michaelmas, and the oversman within fyftein dayis thair-after, and however thai decerne thai obliss thaim to fulfill thair sentence quhatsumever. The saids parteis requireit act.

The quhilk day Sande Andersone in Redpeth is absolvet of the clame acclameit be Mariane Cairncroce aganest him, first anent the ejection because it is past thre yeirs, conform to the act of Parliament, and secundlie anent hir kistis, insyecht and timmer [?] libellit, because scho tuik in hand to pruiif his intramissioun and failzeit thairintill, quhilkis pruiifes deponeit the contraire, the said Alexander requireit act.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhon Watsone, baille deput, the xx of August 1606.

The quhilk day beand assignit to William Ker to gif in his defences in the actione persewit be Jhon Walker aganis him and sayis na proces aucht to be grantit in respect of the ferit tym, quhilk the juge admittit quhilk tym lauffull.

The quhilk day anent the terme assignit to Androw Davidstone to gif in his eiks in the actione of removeing persewit be William Fischear aganis him and sayis as beffoir conforme to his former defence sayis na proces in respect of the feriet and close tym fra the intenting of the said actione to this sam day, and gif your Lordships grant any proces protestis for remeid of law and nullite of proces, and thairupon tuik act of court.

The quhilk day the actione intentit be Androw

Davidsonsone in Melrose is continewit in respect of the feriet tym quhill lauffull tym *in eodem statu*.

*Nono Septembris* 1606, the quhilk day Mungow Donaldson in Melrose became catione with Watte Elies conjunctle and severalle to enter Wille Blaik to the baille in the kirk of Melrose the first court that haldis or is haldin be the baillies, under the pan of j<sup>m</sup> merks money in case of failze.

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk, baillie deput of the said regalite, the xv of October 1606.

LESSUDDANE absentes:—James Stoddert, Thomas Unes, Michaell Gibsone, Jhone Jamesone, James Couchrane, Jhon Riddell, Thom Haiste, Mungow Purveis [*deleted*], Jhon Brydin, Robert [? Richert] Cunra, Robert Hunter, James Lethen, James Unes Eister, David Jamesone, Thom Hunter, Androw Stoddert, Jhon Patone, Jhon Coit, Jhon Jamesone Ester, Androw Richert, Jhon Mein, Johne Kyle Ester; Jhon Hunter, officer, absent.

NEWTOUN:—William Ker, Thom Vaire, Mathow Mylne, Thomas Couchrane [*all deleted*], Thom Riddell.

EILDONE:—Nicholl Bowar, James Bowar, Thom Mein, Jhon Haiste, Robert M . . ., Riehart Coit. [*All deleted.*]

NEWSTEID:—Jhone Mar, Berne Mein, Jhone Bunze, William Fischear, Jhone Bunze, Sande Trotter, James Brone, Sande Merser [?], George Wilsone, Thom Broune, Androw Vaire, James Merser, Jhone Wilsone, Androw Mein, mason, Jhon Mein, webster, Richert Mein, Jhone Merser. [*All deleted.*]

MELROSE and DAINZELTOUNE:—Walter Eles, Williame Ker, James Howbrone [?], Thom Alesone, Alexander Rogear, William Wallace, Robert Nicholl, Androw Kuik, William Watsonsone, Jhon Bowar. [*All deleted, except William Ker.*]

GALTOUNSYD:—Wille Bowstoun, Quhintein Thomsonsone, George Holme, Jhone Broun, Jhon Boustoun, Thom



Boustoun, Jon Scheil [?], James Boustoun, Jhon Cairncroce, Sande Barre [?], Androw Mar, James Thomsone, Robert Halewell, Quaintein Scot, Androw Clerk. [*All deleted.*]

WESTHOUSES :—Robert Prunstoun, Mark Mertone, Gawen Cesfuird, Gawen Mertoune.

DERNIK :—Jhon Neilsone, Wille Chisholme, Quhintein Boustoune. [*All deleted.*]

BRIGEND :—Androw Howme, elder, Jhon Wschear, Thomas Merser, George Kate. [*All deleted.*]

APILTRELEVES :—Philp Darling, Androw Darling, Jhon Pringle of Bukholme.

THREIPWOID :—Jhone Spottiswoid in Quhytle, James Hunter in Halkburne.

BLAINSLIE :—George Pringle of Blindle, William Hunter, James Hunter, Thom Fogow [*deleted*], Thom Lyall [*deleted*].

MOSHOUSES :—Jhone Carter Wester, Robert Mitchell, Jhon Broune, William Notman, Hendre Depo, Gawen Woid.

John Home of Coldenknowis, Androw Home [*deleted*], George Pringle of Pharnielea, Jhon Rogear, Jhon Cairncroce there, Thome Lythgow.

Ane arreistment gevein up be James Gaoustoune, brokin be Thom Ker for away tairking of tua bollis [?] of quheit.

Ane arreistment brokin be Jhon Howme gevein up be Michael Fischear for taik [*sic*] away tairking of certane fuile.

*Inquisitio* :—William Cairncroce of Colmeslie, Mr. Alexander Seatoun, Jhon Haliburtoun of Murehouslaw, Michael Fischear in Darnik, Thomas Mar, Jhon Hetoun in Darnik, Jhon Wrycht, George Douglas of Freirschaw, Sande Andersone, Thome Trotter, Jhon Andersone in Newton, Mungow Andersone, Walter Eleis, Wille Moffet, George Holme, Quhintein Thomsone, Androw Boustoune.

The quhilk day compeirit Margareit Cairncroce, relict of umquhile Stephin Huitsone [?] in Voupla, and passit fra the actioun persewit be him aganest Michael Fischear *pro loco et tempore* beffoir interloquutor and protestit presentlie for deliverance of the peices.



The quhilk day the said Michael protestit for extract of the hail proces.

The quhilk day the said Margareit grantit the ressait of the haile peicis producit in the said cause, quhairupon the baille requireth act.

The quhilk day beand assignit to Jhone Andersone in Newton to prufe the half lands heidroume acclameit be him fra Mungow Andersone to be ane parte and pertinent of his husband land, quha producit for verifeing thairof Hendre Couchrane in Newton, Jhone Andersone, elder, Nicholl Couchrane, thair, *pro primo*.

The quhilk day Jhone [? Thome] Maben deliverit his seasing, precept and sumonds to the defenders to wit [lear?] Wille Wrycht and Jhone Tuno, quhilks thai confessit the ressait and oblisseit to refound thame the nixt court.

The quhilk day compeirit Kathrene Stewart and protestit that na thing done this present day salbe prejudiciall to the infetment gevein to hir heirtfoir, and thairupon tuik act.

The quhilk day the baille ordaineit the aile to be sauld within the regalite of Melrose fra this nicht bak for xvj d. the pint, and the breid to be weyed xvj unce for the schilling, under the<sup>1</sup> pan of x li. to be imployeit v. to the baille and v. to the pure.

The quhilk day the bailleis reponeis Jhone Ramsaye to be hard anent the allegeit bluid gevein in be Robert Derling againest him, and the former convictioun to be null, and therupon tuik act.

The quhilk day compearit the said Jhon and protestit that gif the inqueist proccid in the allegeit bluid for wilfull error, scing thair is nather wound nor bluid producit for werefecatioun thairof.

The said Jhone beand beffoir the inqueist was content gif it can be sufficientlie provein that he was wersland or gripand the persone allegeit resavear of the bluid that he sould be convict and gilte thairof, this day xx days assignit.

Nicholl Couchrane, of the aige of 50 yeirs, deponcis that

sua far as he understands and ever hard be any of the toune of Newtoun that the half lands heidrome acclameit be Jhone Andersone agains him is ane parte and pertinent of the husband lands rounne pertening to him contenit in his infestment.

Jhon Andersone, of the aige of xl yeirs, marcit, *concordat* [?] *cum priori in omnibus*.

Hendre Couchrane, of the age of xl yeirs, *concordat cum priori in omnibus*.

The quhilk day compeirit Mongow Donaldsone and became of new catioun and souerte for entering of Wille Blaik in waird this day xv days under the pane of v<sup>c</sup> merks, and that he sall noch resort within the toun to that tyme.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhone Watsone, baillie deput of the said regalite, laufulle constitut, the xxvij of October 1606.

The quhilk day compeirit Robert Ormestoun of Auld Melrose and haveand raisit ane brief out of our soverane Lordis Chapell to obteane him serveit as aire to his umquhile father Jhone Cranstoun [? Ormestoun] of Auld Melrose and for verefeing thair of produceit the said brief dewlie execut and indorseit to be serveit this day, quha gaif in his clame to be serveit in the lands of Auld Melrose as aire to his said umquhile father, beffoir thir inqueist following, and for instructioun thair of produceit thairwith ane instrument of seasing gevein be umquhile Robert Ormestoun of Auld Melrose of the saids lands of Auld Melrose to the said umquhile Jhone Ormestoun his sone of the dait the xx of Aprile 1564 under the signe and subscriptione of Jhone Mosman, notar. The inqueist beand admittit and sworne, thair names following, to wit, Thomas Trotter in Redpeth, Alexander Andersone thair, Andrew Hownam [? Howme] thair, Michael Fischear in Darnik, Jhone Hetoun thair, Andrew Boustone in Brigend, Robert Wallace in Melrose, Andrew David-sone thair, James Edgar thair, Androw Mar in Galtounsye,

Quhintein Thomson thair, Thomas Hoyer thair, Jhone Thomsons thair, Ritchert Selaitter in Eildone, Jhone Haiste thair ; Thomas Trotter, chancellor.

The saidis persones of inqueist seand and herand the infestment forsaid red and exponeit, and understandand the said Robert to be eldest and lafull sone to the said umquhile Jhone Ormestoune, decernes the said Robert affirmative to the saids lands of Auld Melrose aire lafull foirsaid to his father's lands, quhairupon the said Robert requirit act.

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk, baillie deput, the xxix of October 1606.

Compeirit George Boye, procurator in the actioun persewit be Jhon Walker in Darnik aganes William Ker, vickar of Lindene, for removing of him fra ane yaird liand at Dainzeltoun tounheid, and desyrit him to gif his aith *de calumnia* beffor he war hard to deffend in the said actioun, as alsua to find catioun for the violent profits in caise of victorie obtenit aganest him.

Compeirit the said William and allegeit thair was na lafull procutour for the said Jhone Walker, and na proces therfore, and to proceed. Sielik compeirit Jhon Hunter, procurator for the said Jhon Walker and fand George Keyr [?] catioun that the said Jhone Walker sall stand firme and stabill to all and quhatsumever he dois in the said mater, and desyrit proces and desyrit the aith *de calumnia* of the deffender gif he hes just cawse to deffend the said actioun or nocht, the said William Ker fand William Fiseher in Newsteid catioun for the violent profits, quha oblissit him and his airs to releve the said catiounear.

The quhilk day anent the actioun of removing intentit be Jhone Andersone in Newtoun aganeis Mungow Andersone thair anent the half land heidroume acclameit be the said Jhone, quhilk beand resaveit, ane summons producit with ane wairning and ane instrument of seasing

and the said halfland heidrowme beand ordaneit to the persewar to priufe as ane parte and pertinent of the land's heidroume, quhilk beand sufficientlie done the juge decernes the samein to pertene to the said Jhone as his proper heretage and ordanes the officers to enter him to the possessione thair of to be bruikit be him in all tym cuming, quhairupone the said Jhone requireit act.

Compeirit the said Mungow Andersone and protestit for remeid of law anent the decreit aboue-writtin and nullite of proces, togidder with the extract of the haile proces upon his expenses, and tuik act.

The quhilk [day] anent the actione of removeing intentit be Androw Davidstone aganes Androw Wallace fra ane acre of land in the Annaye, produceit an wairning and seasing; the juge ordaines the inspectioun of the peices to be gevein to the deffender and him to answer thairto the nixt court.

The quhilk day it is statuit and ordaineit that Androw Wallace, officer, sall tak the keyes of the haile fleschairs buths in Melrose on the Setterday at evin and to keip thame quhill Monunday, and gife any be sauld on the Sabbath day that the samein salbe escheitit and delt to the puire, and the byar to pay x l. to the baille and ordanes this present [?] to be proclameit oppinlie.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhone Watson the tuelt of November 1606.

Compeirit William Ker, vickar of Lindeine, and protestit that he mycht be arreistit lawfull sax days befor the actione be intentit or waikinit betuix him and George Boye.

The quhilk day Androw Davidstone is ordaineit to produce the peces upliftit be him pertening to Williame Fischear this day xv dayes, with eiks to his deffences, with certefecatione the juge will decerne conforme to the clame.



The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk the xxvj of November 1606.

The quhilk day anent the thirle of the mylne of Langshaw acclameit be Sir Jedeane Murray, fewar of the samein, allegeand that the tennents of Blainslie, Threipwoid, Moshouses, Jhone Hoyer, Nicholl Cairncroce, is and are parte thirleit to the said mylne, and that thai pas with thair cornis fra the said mylne contraire to consuetud and rycht. Compeirit the saids tennents be Frances Wilkensoun thair procurator, and na wayis denyit thair astrictione to the said mylne upon sik conditiones as thai war useit of beffoir, with speciall provisione thai be thankfullie serveit, quhairupon the said Sir Jedeane requireit act.

The quhilk day compeirit the said Sir Jedeane and produceit ane auld act and ordinance of court anent the thirle and astrictione of the said mylne, and desyrit the samein of new to be ratefeit and approvein in his persone sua far as belonges to him, [of] the quhilk act the tennour follows.—*[Here two pages are left blank, but written on the first is as follows:]* 27 January 1607, the quhilk day this court buke contenand fyftene leivis preceeding this leiff was producit in judgement. (Signed) H. [?] Boustoun.

Compeirit the said Frances Wilkesone, procurator for the said persones of Blainsle and Threipwoid, and protestit that the ratefecatione and transference of the said act in the persone of the said Sir Jedeane war na wayis prejudiciall to thame in grinding of nane of their cornes forther nor was useit nor wont of beffoir nor payment making of forther dewte for the samein.

The baillie court, beand ane heid court, haldin at Melrose be Walter Chisholme of that Ilk, baillie deput of the said regalite, lawfullie constituit, the xxvij of May 1607.

The quhilk day the baillie foirsaid constituit Jhone Frater, sone and aire to umquhile Jhone Frater in Lan-



hauch, officer to the lands conteinit under that parte, and gaif his aithe of fidelite thairanent and in taikin the baillie deliverit to him ane wand, quhairupone the said Jhone requireit act.

The quhilk day Mungow Donaldsone in Melrose is decerneit to deliver to Jhone Peneman thair viij bolls beir sufficient stuf and for the aucht bolls aitis price of the boll iij l. xv s. att the sycht of tua nyctbours.

The quhilk day David Maben in Melrose is decerneit to pay to Mungow Donaldsone thair the sowne of xiiij l. as cationear for Jhone Thomsone in Brigend, and that in respect of his confessioun.

The quhilk day Jhone Cairnecroce in Redpethe is decerneit to pay to Jhone Howatsone, clangear, for clangeing of his house, the soume of tuate marks money, in respect of the persewars aithe.

Ane bluid gevein up be Androw [Wallace] committit be Mungow Donaldsone one Robert Wallace.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhone Watsone, baillie deput of the said regalite, the thrie of Junii 1607.

xl d. The quhilk day Margareit Ker in Newtone is decerneit to pay to Jhone Haliwell thair for the quantite of x peks beir crop 1601 conforme to the liquidatione, with xj s. iiij d. for aile and breid coft and resaveit fra him, and that in respect of the persewars aith.

The baille court of Melrose haldin be Dene Jhone Watsone the tent of Junii 1607.

vj s. The quhilk day William Ker in Newtoun is decerneit to pay to Jhone Halewall thair for meit and drink coft and resaveit fra him be umquhile Michael Lethen in Newtoun and Issobell Brydin his spous the sowme of v l. x s. with xx s. for ane cauf bede, in respect of the persewars aith.

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk the xvij of Junii 1607.

Absentes

LESSUDDANE :—All bot James Stoddert and James Couchrane, to wit, Jhone Brydin, James Uneis, David Jamesone, Thomas Unes, Mongow Riddell [*deleted*], Jhone Riddell, Robert Cunra, Robert Hunter, Thomas Hunter, Androw Stoddert, Thomas Haiste, Mungow Purves, William Riddell, James Lethen, James Jamesone [*deleted*], Androw Richesone. NEWTOUNE : Thomas Coit [*deleted*], Androw Hetoune. NEWSTEID : William Fischehear. GALTOUNSYD : Thomas Hoyer [*deleted*], William Boustoune [*deleted*], Jhone Broune [*deleted*], Jhone Boustoun [*deleted*], Androw Clerk, Quhintein [Thomson] [*deleted*], Quhintein Scot, Androw Mar [*deleted*], Gawen Mertaune, Mark Mertoune [*deleted*]. DAINZELTOUN : Jhon [? Thom] Scot, saudler [*deleted*], *William Ker, vickar*. MELROSE : Robert Wallace, Alexander Rogear. DERNIK : Jhone Walker [*deleted*], Andrew Merse, 'Puile.' BLAINSLIE : Edward Romanis [*deleted*], George Romainis [*deleted*], Michael Diksone, Jhone Stirling [*deleted*], George Pringle of Blindlie, Wille Scheill, William Hunter of Williamlaw, James Hunter of Halkburne, Hendre Depo. LANGHAUGH : Jhone Frater, officer [*deleted*], Androw Derling, elder and younger [*deleted*], Philp Derling, younger [?] [*deleted*], REDPETH : the Laird of Coldenknowis, Androw Hom [?] in Bassindane.

The quhilk day Hobe Kyle in Lessuddane is decerneit to pay to Patrik Riddell thair for ane yow slane be him the soume of v merkis money in respect of his nocht compeirance.

The quhilk day Jhone Broune in Galtounsye is absolvet of the xx l. acclameit be Wille Andersone in Redpeth in respect of the confessioun of the said William.

Compeirit Jhone Bowar in Melrose and produccit ane clame agane William Wallace thair makand mentioun that quhair in the moneth of May last the said William

Wallace wranguslie intruiseit him self in the possessioun of ane parte of the said compliners rounne in Melrose quhairintill he was in peeciabill possessioun liand and boundit as is conteinit in his infeftments, and for instructioun of his clame he produccit ane instrument of seasing maid and grantit be umquhille Jhone Middilmest in Melrose to umquhille Thomas Bowar, father to the persewar, of the dait under the subscriptione of Sir Jhone Brydin the fourt of December 1571, with ane uther instrument of seasing maid and grantit be the said Thomas Bowar to the said compliner under the subscriptione of Jhone Scot, noter, of the dait the xvij of August 1591, and desyrit proces and deliverit the clame and peices produccit to the said deffender, quha resaveit the same, and assignis this day xv dayis to gif in his deffence.

*Inquisitio* :—Thomas Mar in Newsteid, Jhone [? Thom] Hoyer of Colmesliehill, Quhinten Thomsone, Thomas Trotter, James Jamesone, Alexander Trotter in Newsteid, Berne Mein, Jhone Notman, William Ker in Newtone, James Stoddert in Lessuddane, Mungow Andersone in Newtoun, Nicholl Mersser in Dernik, Jhone Andersone in Newtoun, Philp Derling in Apiltreleves, Walter Eleis in Dainzeltoun.

Compeirit Edward Derling in Blainslie and grantit in judgement that he suitit the Laird of Chisholme to pas to Blainslie to the effect that the peice rounne compeneanit betuix him and James Hall sould be metit and maircheit be the nychtbours, quhairupon the said James Hall requireit act.

Compeirit Edward Derling in Blainslie and protestit that na inqueist mycht pas in the actioun persewit be James Hall in Blainslie aganes him and Jhone Hall his brother sone, in respect the said inqueist is electit with [*sic*] consent of him and that the said Jhone Hall, allegeit proprietar of the said lands, is of minorite and of na lawfull aige and na act of tutore produccit, and forther geveand and nocht grantand the said Jhone war of lawfull aige na cognitioun of inqueist aucht to pas thairupone

in respect he hes nocht instructit his rycht of the lands clameit and that the said deffender is herettablie infest thairintill, quhilk he offeris him to pruiſe, and hes bene in poſſeſſioun thair of paſt memore of man, and ſeing the ſaid deffender and perſewar hes foundit upone pretendit infeftments your Lordſhip is na juge competent thair-intill in reſpect the ſamein aucht to be remittit to the Lordis of Sessioun, ſupreme juges to the validete and invalidite of rychts, and protestis, gif the inqueiſt proceed in reſpect of the infeftment and poſſeſſioun, for wilfull error and remeid of law.

Compeirit James Hall in Blainslie and ſayis that the actioun foirsaid was remittit to the dicisioun of aucht neutrall men, four for ather parte, be baith thair conſentis, and thai haveand decerneit that the ſamein ſould nocht [be] recallit agane bot rather ratefeit and manteinit be the baillie, and thairupon tuik act.

The quhilk day anent the peice rume in companeyſe betuix the ſaidis Edward Derling and James Hall, beffoir the inqueiſt foirsaid beand produceit ane ſubmiſſioun with ane decret of aucht neutrall men of the ſamein and thai decerneand the ſamein to pertene to the ſaid James Hall within the dyk, and in reſpect thair of and of diſverſe preiſes of the nychtbours ſayand the ſame [?], the haile inqueiſt foirsaid ratefeis the haill decretis pronounceit heirtofore and findis the ſamein peice ground juſtle to pertene to the ſaid James Halls ſone as heritour thair of, quhairupone the ſaid James Hall requereit act of court.

The inqueiſt fyles Mungow Donaldſone in ane bluid drawin one Robert Wallace.

Compeirit the ſaid Edward Derling and proteſtit for remeid of law and extract of the proces.

The quhilk day it is ordainit that the tenmentis of Lessuddane ſall content and pay to Walter Scot of Tuſchilaw ſaxtein bollis malt at the tymis following, to wit, on Thrsdday nixt aucht bollis thair of upoun Fridday nixt [*sic*] and the uther aucht bollis within tuentie dayis thair-after, and failzeing thair of aucht pundis for everie boll; quhairupoun the ſaid Walter requyrit act of court.



The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk and Dein Johne Watsoun, balliedeput of the said regalitie, lawfullie constitute be ane nobill and potent lord, Walter Scot, Lord of Bakcleuch, baillie principall of the said regalitie, the sevintein day of Junii anno 1607, *curia affirmata et sectis vocalis*.

The inqueist :—John Hoy of Colmislichill, Thomas Mar in Newsteid, Quhintene Thomsonsone in Galtonsyde, Thomas Trotter in Ridpeth, James Jamsoun in Lessuddane, Alexander Trotter in Newsteid, Bernard Mein thair, Johne Notman in Moshouses, William Ker in Newtoun, James Stoddert in Lessuddane, Mungo Andersone in Newtoun, Nicholl Mersar in Dernike, Johne Andersone in Newtoun, Philp Derling in Apiltreleveis, Walter Elleis in Dainzel-toune.

The quhilk day anent the actioun and caus in contraversie betuixt Edward Derling in Blainslie one the ane pairt and Edward and James Hall thair as tuttors and gydars to John Hall his brother sone one the uther pairt, for ane balke or balke of ane dyke lyand one the south syde of the same dyke fornent the heid rounge pertening to the said Edward Derling, quhilk lyis on the northe syde of the said dyke and rige of land lyand nixt adjacent to the said balke on the southe syd thair of within the toun of Blainslie territorie thair of, lordschip of Melrose, and schirefdome of Roxburgh, quhilk balke was acclameit be baith the saidis parties, and for desyding of the said contraversie thay moveit the said Walter Chisholme, baillie deput foirsaid, to travell to the said toun of Blainslie and thair in his presens thai submittit thame selffis to the desitioun of thair nychtbouris, to wit, George Greife in Blainslie, Johne Waddell in Thirlstane, Gawin Kairter in East Mains, Jhone Thin, elder, and Johne Thin, younger, in Blainslie, Andro Kairter and Robert Hall in Threipwode, quhilkis personis deponand thair aithis for using thair honest dewtie in the said actioun, and thairefter viseing the same, the maist pairt of the saidis personis fand that the balke



without the dyke foirsaid as the marchstane stands apperteinis justlie to the said Johne Hall as his proper heritage and to the said James Hall as his tuttor for his entres, and ordainit thair decreit to be ratifiet be the baillie and inqueist abouewrittin, as the said submissioun and decreit pronunceit be thame of the dait at Blainslie the tuentie aucht of May last *in anno* present at mair lenth beiris; quhilk be the saidis baillies and inqueist beand fand ressonable thay ratifiet and approveit lykas thai be thir presentis ratifies and approveis the samin to be lafull in all poyntis and decernis the said balke of land to pertaine to the said Johne Hall and James Hall tuttour for his entres as thair heretage, and ordanis the officer to put tham in the peceabill possessioun of the samin to be bruikt for ever; quhairupoun the said James Hall requyrit act of court. *Extractum de libro actorum curie predictum* [sic] *per Joannem Scot, notarium publicum ac scribam curiæ ejusdem.*

Forsamekle as it is manifestlie knawin that thair is certaine personis indwellaris within the toun of Melrose, and resorteris to the same indwellaris within the lordschip thairof, that maist vyldlie and undiscreitlie abuses thame selffis and utheris quyet and discreit men in thair cumpanie be thair drunkensumnes, tulzeing, bralling and miscaling, to the hie dishonour of God, contempt of the majestrateis, disgrace and hurt of the toun, quhairfoir it is statut and ordainit that quhatsumever persone or personeis in any tyme heirefter that beginis ane tulzie be thair drunkensumnes or utherways be thair malitiousnes, in the first gif the blude be drawin to incure the doubill payment useit heirtfoir, to wit, fourtie pundis money; secundlie, gif thair be straikis without blude, ten pundis; gif thai injure ane ane other in wordis, in continance, or drawing of wapponis, ten pundis money; and thair bodies to be punische [sic] wardit according to the fact in irnes and stokis to thair schame and disgrace and to be countit thairefter be all honest men as deboschit men vacaboundis and disturberis of the Kingis peace, and alsua ordanis that all honest men or countis thame self to be

honest sall absteine abhore and detest the cumpanie of theise rannagatis, to the effect that gude ordour may be keipit in all tymes cuming, to the honour of God, to the contentment of the majestratis, weill and honestie of the cuntrie of Melrosland. Lykways that na man be cavillatioun, railling or miscaling, malitiouslie injure or defame in thair calling or credeit ony maner of way anie honest persone quhairby thai may follow just caus of offence, under the paine of imprisoneing the partie offender xlviiij houris by and attour the censures of the Kirk. As alsua it is ordainit that sax of the maist discreit men induellaris in the toun of Melrose accompanie the baillie and officer to tak hald of the saidis personis committeris of ony of the faultis foirsaidis to be punischit at his pleasour to the effect foirsaid, to wit, Ralf Haliburtoun in Melrose, Robert Wallace, younger thair, Robert Wallace, elder thair, James Nicoll thair, William Wallace thair, Johne Scot, notar thair; and gif any of the saidis sax personis disobeyis the baillie and his officer in prosecuting thar dewtie in the premissis under the paine of fyve pundis *toties quoties* to be payit to the baillie and ordanis the officer to poynd thame for the same.

At Melrose the sevintene day of Junii <sup>j<sup>m</sup></sup> six hundreth and sevin yeiris, beffoir thir witnesses, Walter Scot, gudman of Tuschalaw, Jhone Scot, his sone lawfull, and Johne Haliburtoun of Murhouselaw, with utheris diverse.

(Signed) WALTER CHYSHOLM off that Ilk.

The baillie court of the regaltie of Melrose haldin in the Kirk thairof be Dein Johne Watsoun, baillie deput of the said regaltie lauffullie constitut, the first day of July the yeir of God <sup>j<sup>m</sup></sup> sax hundreth and sevin yeiris, *curia affirmata et sectis vocatis*.

The quhilk day compeirit James Dowglas in Freirschaw, deffender, and Johne Haliburtoun of Murhouslaw, executor lawfullie constituit be umquhile Andro Douglas of Freirschaw, persewar, consarning the keiping and

deteining of the obligatioun of ane thowsand merks maid be James Douglas of Cavers, schiref of Tivitdaill, to the said umquhile Andro for the landis callit the Nuke sauld be the said umquhile Andro heretabillie to the said James Douglas of Cavers. The said James Douglas in Freirschaw denyit the custodie of the said obligatioun, upoun the quhilk the guidman of Murhouselaw referit it to his aithe *de collumnea* [*sic*] quither he had just cause to deny the reset of the said obligatioun or not, last in presens in the judge quhen he suld have deponit his aithe grantit the resait of the said obligatioun quhilk he resavit fra his umquhile brother; in respect of his confessioun the judge abouewrittin ordainis him to redelyver to Johne Halliburtoun the said obligatioun unmaculat, uncuttit, but haill and feir as he resavit the samin, within aucht and fourtie houris; upon the quhilk the said John Halliburtoun requyrit act of court.

(? *Signed*) J. Scot.

The baille court of the regalite of Melrose haldin thairat be Jhon Watstone, the viij of July 1607.

The quhilk day William Watstone in Melrose is decerneit to pay to Jhon Haistie in Eildone xj l. vj s. as for the price of certane scheip coft be him fra the said Jhone, and that in respect of the persewars aith, the deffender oft summondit, callit, and nocht compeirand, quhairupon he requireit act.

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The quhilk day anent the actioun and cause intentit and persewit be Johne Thin in Blainslie against Edward Derling thair makand mentioun in his lybell that the compliner hes ane rige of land lyand nixt adjacent to ane uther rige of land perteing to the defender, the compliners rige beand teillit yeirle and the defenderis lyand le, and beand baith on ane cavell aucht and suld be equall in breid and lenth, and albeit the said compliner hes diverse tymeis teillit his awin rige and maid it equall with the defendar, yit he mast maliciouslie and wrangouslie hes layit the teilling doun agane and deteinis mair nor his

cavell extendis to and will on na wayis to suffer the said compliner to posess his pairt and cavell be just measour and met without he be compellit therto, as at mair lenth is conteinit in the said lybell ; quhilk actioun beand dyvers tymes ressonit befor the judgeis foirsaid and actit and ordanit baith the saidis parties to produce thair rychtis for verefieing of thair clame and defenceis, quhilk beand done be the partie persewar and the defendar nocht compeirand in respect quherof the judge discerns and ordanis the officer to chaarge four of the eldest nychtbouris in Blainsle to pas to the said rigis [of] land and marche and meike thame according to nychtbourheid, and thair marcheis to stand in all tymeis cuming, and ordanis the officer to poynd and strenze the defendar for thrette thre schilingis four pennyis to be delyverit to the compliner for expenses debursit be him in persute of the said caus.

*Extractum de libro actorum curie regalitatis ejusdem per me Joannem Scot notarium publicum ac scribam curie ejusdem teste manu mea propria subscriptum.*

The baillie court of the regalitie of Melrose haldin thairat be Dene Jhon Watstone, baillie deput, the xv of July 1607.

Compeirit Jhone Bowar, and beand ordaineit to answer to the deffences gevein in be Willie Wallace this day, he produceit the same with thre severall acquittances of the crores 1604, 1605, 1606 containand the ressait of vj s. viij d. yeirlye as for the few maile of the smiddie and rounge acclameit, and thairefter the juge ordanes the deffender to gif in eiks to his deffences this day aucht dayis assignit.

Compeirit Jhone Bowar and offerit to William Wallace vij s. viij d. as for the meal of the smidde and roome *ad rationem* of this crop 1607, quhilk he refuseit, in respect quhairof he tuik act.

The quhilk day compeirit Jhone Hunter and beand persewit be Jhone [? Thom] Notman for ane pot and covering, quha produceit ane pruike as the said Jhone Hunter allegit nocht lawfulle led arreistit and useit law-



fullie and allegeit he caun partiall and nocht as ane pruiife protestit that he sould nocht be hard as ane pruiife, the actione nocht beand cumit to that parte.

The baillie court of the regalite of Melrose haldin thairat be Jhone Watsone the xxix [?] of July 1607.

[Nothing further recorded.]

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk the xij of August 1607.

Compeirit James Broun in Park anent the actioun persewit be Jhone Alisoun and Alisone Cairncroce his mother againeist him for entering thame to the possessioun and kindnes of threquarters of ane land houses yard and thair pertinentis liand in Redpeth pertaining to the said James, and for the allegeit ejectioun, sayis na proces in respect of the act of Parliament maid thairanent that thre yeiris and na mair is expyreit and of the feriot tyme, and concerning the promes of the tak libellit allegeit maid to hir be the deffender to hir in the moneth of Marche 1605 last it is answerit be the defender that he came to hir dwelling hous and offerit to repone hir to the possessioun of the lands libellit at the nixt lauffull terme quhan he mycht have had the possessoris of the land lauffulle removeit providing scho fand me catioun for the yeirlic dewte that utheris possessaris had payit yeirle, nochtheles I ame nocht oblissit now perfit the same in respect the brek titis be hir default in non finding the catioun quhilk I offer me to pruiife, and thairupon desiris interloquutor under protestatioun he be hard to lik paire and reforme.

The persewar desyris ane day to ansuer to the defences, and the nixt court to that effect, quhilk is the xxviij of August instant.

The baillie court of the regalite of Melrose haldin thairat, be ane dispensatioun grantit be our soverane Lordis



Sessioun, be Walter Chisholme and Dene Jhone Watstone, the xvj of September 1607.

Compeirit Sir Jedeane Murray and produceit ane precept execut and indorseit aganes the persones thairintill conteinit, and for instructing thair of produceit his seasing of the landis of Langschaw and Langschaw mylne, togidder with ane act of court of this bailliere in favouris of the Abbay mylne of Melrose for the astrictit multeris of the samein, daitit the xvij of Januar 1556 [? 1586], and conforme thairto desyrit proces.

Compeirit William Cairncroce of Colmeslie, personallie summondit, grantit the desire of the sumonds, thairfoire decerneis.

Nicholl Cairncroce, elder, *similiter* for the landis of Calfhill and Hilslop.

Jhone Notman, officer, and Hendre Depo *similiter*, portionaris of Moshouses, Jhone Broune thair.

Jhone Frater, officer in Langhaugh, and William Moffet in Threipwoid, *similiter*.

James Hunter for his landis of Halkburne and Blainslie, *similiter*.

Andrew Derling, elder, Andrew, younger, Philp Derling, for thair lands of Apiltreleves grantit therto.

Jhone Frater, maltman in Langhaugh, grantit thairto.

Jhone Hoyer of Colmesliehill in lik maner grantit.

Jhone Spotiswoid of Quhitlie for his lands of Quhitlie and Quhitlie Dykis grantit in lik maner.

Robert Hall, James Moffet, Jhone Moffet, portionaris of Threipwoid, grantit in lik maner.

Andrew Smythe in Langhaugh grantit to the actioun in maner foirsaid.

Williame Notman, portionar of Moshouses, grantit in lik maner.

The juge decerneis aganes all the parteis particularlie aboue specefeit with thair awin consent, quherupon the said Sir Jediane requireit instruments.

Compeirit Jhone Romainis in Blainslie, Adame Derling thair, George Romainis thair, George Greig thair, Jhone

Thin thair, Thomas Lyall thair, Charles Pringle thair, William Jhonstoun thair, Edward Romainis thair, Jhone Stirling thair, James Hall thair, Edward Hall thair, portionaris of Blainslie, personallie, quha constituit Frances Wilkesoun procurator for thame, desyrit the inspectioun of the summundis and peces produceit and ane day to use thair deffences.

The persewar present compeirit be Mr Thomas Houp, procurator, quha tuik instruments upoun the compeirance of the saidis deffenderis and Frances Wilkesone thair procurator, and ansuerit that the saidis deffenders *ante omnia* man gif thair aith *de calumnia* gif thai have ane just cause to deny the contentis of the summundis, and ane day can nocht be gevein to thame to deffend bot to deffend presentlie, seing thai have gottin ane sufficient tyme of deliberatioun be the space of xv dayis betuix the dait of the sitatioun and the day of compeirance, and thairupoun desirit the juge his interloquutor.

Secundlie, it is allegeit be the said Frances that na proces aucht to be grantit in respect of the feriot and close tyme, and na dispensatioun had be the juge.

It is ansuerit thai can nocht be hard to object the feriot and close tyme in respect of the deffenders compeirance, and dessyrit to have ane day assignit to thame, quhairupoun the persewar requireit instruments.

And forther the juge hes ane dispensatioun for sitting this present tyme in all causes nochtwithstanding of this feriot tyme.

Thirdlie, it is allegeit be the saidis deffenders that na proces can be grantit against thame conforme to the sumoundis unto the tym thai have inspectioun of the persewaris rycht to the thirle multeris lybellit and ane day assignit to thame to ansuer to, quhairupoun thair haile deffences man result, because we deny the astrictione to the said mylne utherwayis nor voluntarlie, and protestis gif your Lordship proceid and assigne us na day to produce our deffences and to have inspectioun of the persewaris tyillis, for remeid of law and nullite of proces.

The first pairt of the allegiance aucht to be repellit in respect of the persewaris seasing produceit of the mylne and astrictit multeris libellit and alsce of the act of thirlege quhilk ar baith alreade produiceit be the persewars for instructing of his precept, quhairof the persewar is content the deffenders have present inspectioun that he may use his present deffences as accords of the law and in sua far as the deffenders denyis the thirlege the persewar takis instrumentis thairupone and desiris the juge to assigne ane day for preifing of the sumoundis and thirlege thairintill conteinit, because ane day can nocht be assignit to ane deffender quha denyis the libell, and first of all the deffenders man gif thair aith *de calumnia* upon the pointis of the sumoundis as said is.

The juge be interloquutor ordaines the persewar and deffendaris to gif thair aithis *de calumnia* gif thai have just cause to deny the thirle or nocht and to persew also, and ordanis the deffenders to have inspectioun of the precept and writtis produceit for instructing thairrof, and to that effect assignis the xxvj of September instant with consent of baith the saidis parteis, and ordanes the saidis deffenders that day to be present of thair awin consents [and] gif thair aith *de calumnia* gif thai have just cause to defend, with certefecatioun protestatione salbe admittit and sentence pronunceit.

*Item*, the juge anent the parteis nocht compeirand the juge hes resaveit ane witnes, viz. Mr James Scot, and assignis ane forther day for probatioun of the sumoundis, viz. the xxvj day of September, and ordanes the parteis to be sumound to heir and se probatioun led and to gif thair aith *de calumnia*, with certefecatioun.

The quhilk day Frances Wilkesone grantit the resait of the sumoundis, infestment, and act of court to the effect fairsaid, quherupoun Sir Jedeane requireit act.

Compeirit Jasper Dason and protestit gif David [?] Trumbill and David [*sic*] Ainsle comperis nocht the nixt court proces sal proceid against Androw Wallace as cationer for thame for ane naig coft be him fra thame, and thairupon tuik act.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhone Watsone, baillie deput of the said regalite, lauffullie constituit, etc., be ane dispensatioune grantit be our soverane Lord his Sessioun, the xxvj of September 1607.

The quhilk day Gawen Woid in Moshouses confessit that his predicessouris and he is astrictit to the mylne of Langschaw with his cornes growand in his landis of Moshouses, conforme to the securite had be Sir Jedeane Morray, proprietar thair of.

Compeirit Johnne Hoyer, younger of Colmesliehill, and for his lands of Colmesliehill confessit *ut supra*.

William Dewar in Newhouses for his pairt of Newhouses *similiter*.

Compeirit Frances Wilkesone, procuratour for the persones of Blainsle conteinit in the former act, and produceit the instrument of seasing of the landis of Langschaw with the pertinentis pertening to Sir Jedeane Moray of Elebank, knight, togidder with the act and rolment of court resaveit be him, anent the thirle of the Langschaw mylne, with the libellit sumoundis, and in place of defence sayis na proces in respect of the consanguinate standing betuix the nobill and potent lord, Walter, Lord of Bukeleugh, and the said Sir Jedeane, beand full sister and brother bairnes, and also betuix the said Sir Jedeane and Walter Chisholme of that Ilk, principall baille deput, beand alwayis secund and thrid of consanguinite discendand from the said hous of Bukeleugh, and last of all in respect of the saidis sumoundis groundit upoun ane heretabill tytill and mater of greit consequens libellit aganest the saidis deffendaris beand fewars and heritors of the said lands in the quhilk thai have dispooneit to thame all and haile the saidis landis with mylne multeris and utheris pertinentis, and in that respect standis upoun the validite or invalidite of the persewars and deffenders rychtis, sua that be na law nor practik of this realme na inferiour juge can cognosce nor discyde in the said mater bot aucht to be remittit to the Lordis of Sessioun



as juges ordinar thairto, and thairupoun desyris interloquitor.

Compeirit Edward Romanus, Edward Derling, Androw Cairter, William Scheill, George Davidsons, and constituit Frances Wilkesone thair procuratour, quha repeatit in thair names the former deffences and declinatoris proponeit of beffoir.

The quhilk day George Pringle of Blindlie confessit the thirle of the gryst of his landis in Blainslie to the mylne of Langschaw in all tymes cuming, quhairupon the said Sir Jedeane requireit act.

The juge be interloquitor repellis the first tua allegiances in respect that thair is na allegiance proponeit aganeist the present baille, quha is nather of kin nor allia to the parte persewar, to wit Dene Jhone Watsons, and concerning the validite or invalidite of the infementis thai ar nocht in questioun nor contravertit heirtofore bot the thirle of the mylne libellit, and thairfoire repellis the same.

The juge admittis the persewaris witnesses in the actioun libellit, because litiscontestation is led and ane witnes led heirtofore.

Compeirit Frances Wilkesone, procurator forsaide, and produiceit letters of advocatioun purchessit at the instance of the fewars of Blainslie aganeist the persuit of the said mater and dischairgeit the said baille deput present of all forther proceeding thairintill quhill the xxiiij of November nixt and of thair office in that parte, as the letters of the dait at Edinburgh the xxiiij of September instant at maire lenth proportis.

Compeirit the said Sir Jedeane, persewar, and allegeit that the said letters aucht nocht to be admittit in respect that the schiref thairintill conteinit as procurator forsaide deliverit nocht ane copy of the advocatioun and that the persones last sumound in the proces litiscontestation in the actioun is led.

The juge be interloquitor admittit the letters of advocatioun for the haile tennents of Blainsle.

The names of the witnesses conteinit in the said Sir



Jedeane his sumounds for preveing of his libell ar, Jhone Morray in Calfhill, mareit, of the aige of fourscore five yeirs or thairby, deponeit as followis, that he understuid perfittlie the possessaris of the landis of Moshouses, Eister-raik of Wolhousbyre, Calfhill, and Landhoupmire, hes beine in use in bringing thair cornes to be grundin at the mylne of Langschaw past memorie of man and sua understuids that [the cornes growand on the saids lands ar thirleit to the said mylne (*deleted*)] the said Sir Jedeane and his predecessouris hes bein in possessioun of the said mylne the thirle multers thairof of the saids lands occupyit be the saids deffenders. Charleis Dasoun, mareit, of the aige of fourscore yeirs or thairby, *concordat cum priori omnibus*, William Carter, mareit, of the aige of lxxv yeirs, deponeit *ut supra*, and forther sayis he understuid the possessars of the saidis lands quhan thai past with thair cornes to any uther mylne was poindit for the same be the possessars of the mylne of Langschaw. William Moffet in Threipwoid, mareit, of the aige of 1 yeiris, *concordat cum priori in omnibus*. Thomas Hiltoun, of the aige of 1 yeiris, *concordat cum Willelmo Carter et Willelmo Moffet*. Jhone Moffet, of the aige of 1 yeiris, *concordat cum illis tribus antedictis*.

Assignis the xvij of October to use forther diligence.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhone Watsone, baillie depute of the said regalite, lauffullie constituit, the xxviiij of October 1607, *curia affirmata et sectis vocatis*.

Compeirit Jhone Hunter, procurator for William Mein in Newsteid, sone to umquhile William Mein thair, and produceit ane summonds dewlie exccuit and indorseit aganes David Mein thair, with ane precept of wairning and ane instrument of seasing of the landis conteanit in the sumonds, of the dait the xiiij of November 1607, for instructing of the said sumounds, and desyrit proces.

Compeirit Frances Wilkesone, procuratour be ane mandat for the said David Mein, and desyrit inspection

of the libell and tytills produceit and ane lauffull day to gif in his defenses.

Compeirit the said Jhon Hunter and sayis the former act aucht to be repellit in respect the said David nor na lauffull procurator for him [*sic*], and supponeand he had ane sufficient power he can nocht be hard to say aganest the libell quhill the said David find catioune for the violent profcitis of the landis libellit.

Ansueris the said Frances that it is nocht necessar in respect of the act of Parliament makand speciall mentioun that na catioune aucht to be fand be the persoun deffender except thai object and offer to improve the executions of libell and wairning produceit, quhilk we have nocht done as yit nor can nocht do quhill we get inspectioun of the samein and gif we do or offeris to improve any parte thair of offeris likways to find catioune.

The juge be interloquutor ordanes the deffender to have inspectioun of the libell and tytills produceit, and him to gif in his defences thairto this day aucht dayis assignit.

The quhilk day anent the actioun and cause conteinit in the lybell intentit and persewit be Thomas Mertoun in Westhouses against James Thomsoun in Galtonsyd makand mentioun thairintill that the said James Thomson had disponit to him in wodset thre half riges of his land reknit to the thrid parte of ane aiker of land lyand throught Galtonsyd, to be haldin dewtie fre, and trew it is that he hes possessit the saids thre half rigis of land thre crops bygane and is constranit be Sir Gedion Murray, just awner of the ferme of the saidis landis, to pay yeirlye for the said thrid parte of ane aiker thre pekis tua copfulls beir with the cariag and kainfoull effeiring as the rest of the toun hes done to him viz. fourtie s. money yeirlye thir thre yeiris bygane, quhairof the said James will not releif the said compleinar, and of the dewtie thair of in tym to cum duiring the non redemptioun of the samyn, without he be compellit as is alledgit; compeirit baith the saidis persones in judgment quhair the said compleinar producit the band and wodset of the saids thre half rigis

beirand the condisiounes foirsaidis, viz. to be fre fra all dewteis and takis quhatsumever, in respect quhairof and of the defenders confessioun the judge decernis the said defendar to pay to the compleinar foirsaid the soumes abouewrittin and to releif him of the dewte of the saidis thre rigis of land, comptit to the thrid part of ane aiker of land, during the non-redemptioun thairof; quhairupon the said Thomas Mertoun requyrit act of court.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhone Watsone, baillie deput, the fourt of November 1607.

The quhilk day Issobell Hetown in Westhouses is decerneit to pay to Syme Hetoune thair iij l money quhilk he payit as catiounar for hir, in respect of hir nocht compeirance and his aith.

The quhilk day William Bowar is decerneit to pay to James Duncane, copper, the soume of ten pundis money, in respect of his confessioun.

Compeirit James Edgar, procurator for David Mein in Neusteid, and produiceit ane seassing with ane wairning and libellit precept for removeing of the said David fra sax acres of land, tenement and yairds specefeit thairintill, and protestit that the samein mycht be markit be the clerk and juge, quhilk the juge grantit, and assignis this day xv dayis to answer thairto, and protestit that he mycht eik beffoir interloquutor.

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk, baillie deput, the xviiij of November 1607.

Compeirit William Mein in Newsteid, with advise of Androw Mein and Jhone Roger and Jhone Mein, his curators, and constituit Jhone Hunter thair procuratour in the actioun persewit be thame againeist David Mein in Newsteid, *usque ad finem letis* [sic].

Compeirit Jhone Hunter and grantit him to have resaveit fra Alexander Rogear the money as Witsonday male 1607

contenit in his charge and restis the lint and hemp, and gaif him the principall charge instantlie.

*Inquisitio* :—Thomas Mar in Newsteid, Jhone Andersone in Newtoun, Alexander Andersone in Redpeth, Michael Fischear, Jhon Rogear, Thomas Trotter, Androw Mein, Jhone Hetoun, George Romainis, Walter Eleis, Mungow Andersone, Quhintene Thomsone, Nicholl Merse, Jhone Hunter, Nicholl Bowar, William Ker.

Ane forcement maid be William Ker to Jhone Hunter, messingeir, in pointing of ane decret. [*In margin* :] Grantit be the ayth [?] of Hunter [?] Wille Ker fyleit.

Ane uther committit be Meg Ker to him for pointing ane uther decret.

Ane bluid committit be Hob Myln upone Sande Couehran, and ane uther be him upoun Hob Myln. [*In margin* :] Hob Mylne fyleit, continewis the uther, absent.

Ane bluid drawin be Gawen Cefurd upone Syme Hetoun. [*In margin* :] Fyleit.

Ane braile maid be James Edgar to Mungow Donaldsone.

Ane bluid alleget drawin be Jhon Patersone upone Jhon Donaldsone.

Ane bluid drawin be Androw Frater on Jhone Ramsaye.

Ane braile maid be Willie Andersone aganest the nyctbouris of Redpeth in cutting of ane ledder.

Ane uther betuixe Jhone and George Trotter.

Ane braile maid be Jhone Ramsaye one Androw Frater.

Ane braile be Jhone Ramsay to Androw Frater. Pruifes, Jhone Moresone.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhon Watson, the xxv of November 1607.

xl d.

The quhilk day Kathrein Ker, relict of umquhile Robert Ker in Melrose, is decerneit to pay to Jhone Haiste in Melrose as executrix and intromissatrix with hir husbands guidis and geir, as for half ane yeirs fee the soume of five pundis money with the soume of xiiij s. iiij d. for ane paire of schoon, in respect of hir non-compeirance and persewars aith.



Compeirit Jhone Hunter, procurator for William Mein in Newsteid, and his curators, in the actioun of removeing persewit be him against David Mein, and sayis a day beand assignit to the said David to gif in eiks to his defences in the said cause and useand na diligence thair-intill sayis he aucht to be na forther hard and the said William his libell admittit to probatione, and to that effect desiris the peices to be produceit giudiale.

Compeirit James Edgar and produceit the haile peices and eiks. The juge assignis this day aucht dayis to ansuer to the eiks.

The quhilk day Kathrein Ker as executor and intro-missatrix to hir umquhile husband his guidis and geir is decerneit to pay to Jhone Donaldsone in Melrose the soume of xv l. for the bringing hame of ane myln stane, debursat be him for the said Kathreine, and that in respect of the said Kathreins non-compeirance and the persewars aithe.

Pruifes led be Mungow Donaldsone against James Edgar in Melrose for the boisting of him, quhilkis ar James Nicholl, William Watsons, Sande Wischart, Robert Nicholl.

James Nicholl, of the aige of xxxvj yeirs, mareit, deponeit that he hard Mungow Donaldsone offer in presens of ane notar ane wod to James Edgar for his guidis pundit be the said James, quha refuseit the same and thairefter gaif injurious language to the said Mungow and wald have pullit out ane quhinger, quhairof he was stoppit be redderis.

William Watsons deponeit and Mungow  
ane le and thaireftir James Edgar mintit to an quhinger.

Robert Nicholl *concordat cum Jacobo Nicholl.*

The baillic court of the regalite of Melrose haldin thairat be Dene Jhone Watsons, baillic deput of the said regalite, lauffulle constituit, the secund of December 1607.

Compeirit Frances Wilkesone, procuratour for David Mein, and demandit gif William Mein his curatours and



thair procurator gif anybe will abyd be the haile proces deduceit be thame in the said mater or no.

Ansueris Jhone Hunter, procutour for the persewar and his curators, and sayis thai will abyd be the haile productione in that mater quhatsumever is useit be him in the said mater, quhairupon the procutors *hinc inde* tuik act.

Compeirit the said Frances, procutor for the said deffender, beffoir any interloquutor in the said mater and protestit gif your Lordships grantit proces conform to the executioun of the wairning produceit being useit as is allegeit at the parochie kirk of Melrose upon the xj of Aprile 1607 last, quhilk can na ways be susteanit be reason the said xj day was na ways ane Sondaye, and thairfoire anent the act of Parliament na proces bot absolvitour.

Compeirit the said Jhone Hunter, procutour for the persewar, and sayis gif thair be any imperfectioun in the execution writing [*sic*] wairning produceit it is in the writtar thairof, and desyris ane day to count and rekin and mend the writting thairof in respect the executioun in the selff is lauffull, quhilk he will byd at, and desyrit interloquutor.

It is replyit be the said deffender that the persewar nor his procutour can na ways be hard to renew nor reforme the wairning libellit nor executioun producit, in respect of the former act quhair the said persewar baid by the tyills produceit, and desyrit interloquutor.

The juge continewis the pronouncing of the interloquutor to this day aucht dayis, parteis wairneit *apud acta*.

The quhilk day Jhone Hunter fand catioun Jhon Rogear for the sute [?] of the actione be William Cairncroce of Colmslie.

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk, the ix of December 1607.

The quhilk day it is statuit and ordaneit anent nycht drinkeris, tuilzearis and vagaboundis and disturberis of

thair nyctbouris, for eschewing thair of, that quhatsumever persone or personis induellaris within the regalitie of Melrose beis fund drinkand in hoistlar houses efter nyne houris at evin that thai sall pay to the baillie the soume of fourtie schillingis money and sall satisfie the kirk for thair abuse *toties quoties* and the hoistlar wyfe that sellis thame drink fra that houre bake [*sic*] sall pay the lyke soume to the baillie *toties quoties*.

Compeirit Williame Mein and his curators in the actioun of removeing persewit be him aganeis David Mein, and sayis concerning the allegeit negligence of the day of the executioun of the wairning done at the kirk of Melrose upoun the tuelt of Aprile quhilk was be negligence of the writtar of the executioun writtin to be upone the xj day thair of, quhilk thai pas fra and adheris to the xij day and abydis at the executioun thair of, and desyrit proces conforme.

The quhilk day David Mein in Newsteid is decerneit to remove fra the sax acres of land, houses, yairdis and thair pertinentis, liand in Newsteid, and ordanes the officer to enter William Mein thair to the possessioun thair of to be bruikit be him as his heretage, in respect he hes produceit na tytill nor lafull deffence in the contraire conforme to the act of Parliament maid thairanent, quhairupoun Jhon Hunter, procurour, requireit act.

The quhilk day Androw Carter is ordaneit to gif ane copy of the bill or the principall presentlie and to instruct conforme to the last act, this day aucht day is assignit with certefecatioun.

The quhilk day Ritchert Sclaitter in Eildonc is decerneit to pay to Jhone Lethen thair the soume of iij l. in respect of his aith, and absolvis the said Richart of the land and violent profits acclameit in respect of his pruiſe led and serveing conforme. [*In margin:*] with iij pekis iij copfulls meill [?] crop 1605.

The quhilk day Alexander Rogear gaif his aithe he feirit Robert Wallace bodele harme, quha fand George Eles cationrie under the pan of xx l.

Absentis, James Gaustoune.

Ane tuilze gavein up betuix George Freir and George Donaldsone ; pruiwes, Robert Wallace, Androw David-sone, Thome Fischear, James Edgar.

Ane tuilze betuix Androw Davidsonsone and Jhone Wauche.

[At this point two leaves are inserted, on the first page of which is the following extended act.]

The baillie court of the regalitie of Melrose haldin thairat be Walter Chiseholme of that Ilk and Dcine Jhone Watsonsone, baillie deput of the said regalitie lauffullie constituit be Walter, Lord of Bukcleuch, baillic principall of the samin, the nynt of December *anno j<sup>m</sup> sax hundreth and sevin yeiris, curia affirmata et sectis vocatis.*

The quhilk day anent the actioun and caus conteinit in the lybell intentit and persewit be Williame Mein, sone to umquhill Williame Mein in Newsteid, makand mentioun thairintill that quhair he hes lyke as he hade the tyme of the wairneing underwritin befor and sensyne all and haill sax aikeris of land, tenementis, yairdis and thair pertinentis, lyand within the toune and territorie of Newsteid, lordschip of Melrose and schirefdome of Roxburgh, per-teining to him in few and heretage, and be wertew thairof he causit lauffullie warne and chairge David Mein, massone in Newsteid, pretendit tennent and occupyar of the samyn, to have flittit and removeit him selfe and his familie furth and fra the possessioun thairof at the feist and terme of Witsonday last *in anno j<sup>m</sup> sax hundreth and sevin yeiris*, to the effect the said compleinar mycht enter thairto and peaceahillie posses the samyn as his propper heretage, and hes useit the haill ordour of wairneing against the said deffendar conforme to the act of Parliament maid anent wairneing of tennentis, as the wairneing dewlie execut and indorsate thairupone at mair lenth proportis ; nevertheles the said deffendar onnawayis will decist and cease fra the said roume and landis, bot maist wrangouslie postponcis and defferis and refuses to flit

and remove without he be compellit, as was alledgit. The saidis pairtieis compeirand personallie in judgement be Johne Hunter, messenger, as proeutor for the said William Mein and be Frances Wilkisone as proeutor for the said deffender, the infestment of the saidis landis pertaining to the said persewar with the wairneing maid thairupone subserveyt be him and be Johne Roger in Ridpethe, Androw Mein, mason in Newsteid, and Johne Mein, wobster thair, his curratoris, dewlie exeeuit and indorsate, beand produieit be the said Johne Hunter as proeutor for the said persewar and admitit be the saidis judgeis, the deffenceis eikis ansueris and replyis producit be baith the saids parties for persewing and deffending of the said eaus, quhilkis beand hard seine and considerit be the judgeis foirsaidis sindrie and diverse dyetis beand past, the judgeis abouewrittin decerneis and ordaneis the said David Mein and his foirsaidis to flit and remove fra the saidis sax aikeris of land, houses, yairdis and thair pertinentis lyand as said is, that the said compleinar may enter thairto and posses the samyn as his proper heretage in all tymeis cumeing, and that in respect of the infestment and wairneing foirsaid producit be the said persewar and na sufficient tytill producit be the deffendar to bruike the saidis landis, conforme to the act of Parliament maid thairanent, and ordaneis the offieer to enter lauffullie the said compleinar to the possessione of the saidis roume and landis, and to poynd and streinzie the defender foirsaid for the sowme of fyftie thre schillingis four pennyes as for expenses debuirsit in persuit of the said cause and make the compleinar be payit thair of as aecordis of law. *Extractum de libro actorum curie predictae per me Joannem Scot notarium publicum ac scribam curie ejusdem teste manu mea propria subscriptum.*

[Continuation of record]

Ane brall betuix George Donaldsone and Robert Merser.  
Ane bluid drawin be David Jamesone upon Walter Thorbrand.

Ane brall betuix Nicholl Merser and Jhone Waichtman,



and his sone Robert cam to the said Jhones hous and thocht to have injureit him.

The quhilk day Quhintene Scot is decerneit to pay to James Moffet in Threipwoid for sax yowis xij l. in respect of his confessioun.

*Inqueist* :—Michaell Fischear, Jhon Hetoune, George Eles, Berne Mein, Walter Eleis [*? deleted*], Jhone Kyle, Jhone Andersone, Mongow Andersone, Jhone Boustone, Jhone Hunter, Robert Wallace, Quhintein Thomsone, Nicholl Bower, Richert Selaiter, Androw Derling.

The inqueist fyleis George Donaldsone in ane wrang for the tuilze committit be him aganes George Freir.

The inqueist fyles Androw Davidstone in the wycht of the tuilze betuix him and Jhone Wauchie.

The inqueist fyles James Edgar in ane brall maid to Mungow Donaldsone.

The inqueist fyles Nicholl Merser in ane brall maid to Jhone Waichtman.

The quhilk day Alexander Rogear offerit to Jhon Hunter xvj s. viij d. as for his Witsonday mail *in anno* 1607 for his tenement and tua partis of the Wairdis quhilk he resaveit with satisfacioun for his teind lint and thre scheves of teind hemp of the crop foirsaid, quha refuseit the same sayand that it was nocht sufficient, conforme to his stok; the said Alexander requireit instrumentis.

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk and Dene Jhone Watsone baillie deputis of the said regalite, lauffullie constituit, etc., the xvj of December 1607.

The quhilk day anent the terme appointit to Androw Carter to instruct his clame in the actioun persewit be him aganes Jhone Thin, quha produceit for instructioun thair of ane seasing gevein be Helein Clerk his spous to him of the thrid parte of tua landis in Blanisle and thair pertinentis of the dait the iij of Junii 1596, compeirit the deffender and desyrit the inspectioun of the clame and



ane day assignit to use his deffences ; the juge assignit this day xv dayis to that effect and deliverit to him the clame, parteis wairnit thairto *apud acta*.

In the terme assignit *apud acta* to Androw Carter and his spous to gif in thair deffences in the actioun persewit be Agnis Clerk and Jhon Thin hir spous, the said Androw Carter sayis for deffence that the saidis landis and pertinentis conteinit in the libell is alrede partit off beffoir and the said persewar resaveit his parte and hes the samein in possessioun and was content with the same in the tyme of the parting thairof, quhilk he offerit to prufe.

It is replyit be the persewar the former exceptioun aucht to be repellit as altogidder irrelevant and generall in the self nocht condiscendand in speciall upone the tyme of the allegeit partitioun or deviding of the same nor with quhome the samein was maid nather yit be quhat maner the samein was devidit quhilk aucht to be in speciall to wit be writ seing he persewis the samein be writ, and onles thai offer to prufe the samein be writ the exceptione aucht to be repellit as irrelevant, seing we stand specialle infest *prout indiviso*, and as to the principall mans quhilk we crave by pairt na ansuer is maid, thairfoire proces aucht to be grantit conforme to the clame, and desiris interloquutor.

Compeirit the deffender beffoir interloquutor sayis na proces aucht to be grantit at the instance of the said persewar quhill we have ane day assignit to us to gif thair [*sic*] deffences. Assignis this day xv dayis.

Compeirit Adame Derling, spous to Mariane Clerk in Blainslic, and is content and consentis that the land acclameit be partit and devidit conforme to the clame, quhairupone Jhon Thin tuk act.

Compeirit James Robsone and past fra the prufeing or executioun of any letters deliverit be him to Jhon Hunter, in respect he wist nocht to quhat effect the samein was deliverit and nor at quhais instance, quhat day nor quhat place, and thairupoun the said Jhon requiriet instruments.

[*Inquest :*] Jhon Donaldsone, James Edgar, Jhone Frater, Sym Hetoun, Sande Andersone, Jhone Andersone, Hendre Couchrane, Jhon Boustone, Jhon Cairncroce, Jhone Hunter, Thomas Trotter, Jhon Hedingtoun, Robert Mertoun, Berte Robesone.

Ane braile gevein up maid be David Mein and his brother David upone Jhone Mein. [*Margin :*] David Mein fyleit.

Ane tuil maid betuix Charle Steinsone and Williame Lythgow in Redpeth, pruiwes Robert Smyth, fyles thaim baith in the tuilze, Richert Mein.

Ane brall alegeit maid be Syme Hetone one Jhone [? Thom] Hetone, pruiwes, Berte Robesone, Hob Mertone, Jhone Mertoun, Jhon Boustoun, led be Jhone Hetone, Syme's parte continewit becaus his pruiwes ar nocht arreistit.

George Donaldson fyleit in ane brall for the striking of James Duncan sone.

Continewis the bluid betuix David Jamsone and Walter Thorbrand to the nixt court.

Riche Mein deponis he saw Charle Steinson hund ane dog at the schep. William struik the dog, Charle repruifand him, thairefter evill words beand past, Wille Lythgow with ane theyng [?] struck, and thairefter thai gaid in gribis and tuilzeit.

Jhon Allsone deponeit *similiter*.

The baille court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk, the penult of December 1607.

The quhilk day Jhone Ker is ordaineit to produce the bill intentit be the guidman of Colmslie against him, and his defences, this day xv dayis assignit.

The quhilk day Jhone Boustone in Galtounsyeid is decerneit to pay to James Wrycht thair the soume of lxix merks xj s. iiij d. as for the rest of tua hundreth markis payit be the said James to him in toucher guid and oblissit be the said Jhone to refund be way of contract in caice of nocht haveing issue with his umquhill spous, and of the

confessioun of the said Jhone, quharupone the said James requireit act.

James Edzar fand Michael Fischear catione for guid reule heireftir according to the act [?] *toties quoties*, and he to releif him.

The quhilk day compeirit Jhone Cairncroce in Redpeth and hawand raiseit ane breif to serve him as are to his umquhill father Charles Cairncroce to thre husband lands, houses, yairds, lofts, crofts, lyand in Ridpeth, quha produceit ane breif dewlie execut with ane charter and seasing and desyrit proces.

*Inqueist* :—Michael Fischear, Jhon Hetoune, Walter Eleis, James Nicholl, Thomas Mar, Berne Mein, Androw Mein, Sande Trotter, Jhone Andersone, Mungow Andersone, Richert Sclaitter, Nicholl Bowar, Androw Mar, Jhone Boustone, Jhone Boustoune.

The quhilk day the inqueist foirsaid hes serveit the said Jhone affirmative to the saidis thre landis as aire to his father in respect of the evidentis produceit and nane objectand in the contaire, quherupon the said Jhon requireit act.

Ordanes the decisioun of the cummer and debait betuix David Jamiesoune [*sic*] to be endit betuix and this day xv dayis or ellis thai salbe condemmit in the bluid and tuike.

Anent the tuike betuix Hob Myln and Sande Couchrane for the wrang allegeit comittit be Sande Couchrane, witness led be the said Robert [*sic*], William Ker, quha is ignorant of the beginning thair of bot cam to the redding ; Mungow Anderson, ignorant of the haile ; Jhone Andersone, elder, ignorant ; Mathew Swanstoune, depones he saw bluid on thame baith, bot forther ignorant.

[Here are inserted the following extracted Act of 1586, and Suspension and Inhibitions.]

The baillic court of the regalitie of Melrose haldin at Melrose be James, Commendater of the abbay of Melrose, Johne Watsoun, pentioner of Melrose, ane

of the baillies deputis of the said regalitie lauchfullie constituit be Walter Scot of Branxholme, baillie principall of the said regalitie of Melrose, the xxvij day of Januar the yair of God j<sup>m</sup> fyve hundreth fourseoir and sax yeiris, *curia affirmata*.

The quhilk day comeperit George Hoppringill, brother germane to James Hoppringill of Wodhouse, heretabill fewar of the landis of Langschaw and mylne thairrof, and producit in judgement ane act and ordinance of court maid upoun the first head court fensit and haldin at the Abbay of Melrose the tent day of Apryll the yair of God j<sup>m</sup> v<sup>c</sup> tuentie sevin yeiris be ane reverand father in God Andro Durrie, Abbot of the abbay of Melrose, and convent of the samyn, and baillie and his deputis of the lordschip of Melrosland and utheris his landis in thir eist pairteis, in the quhilk court the said reverand father and his convent and baillie ratifeis, appreveis, and confermeis all actis and statuitis maid and ordaneit be his predecessoris in ony tyme bygaine preceeding the said dait togidder with all uther statueteis maid and ordaneit of the new be oure said reverand father, beirand *item* that na tennentis, subtennentis, cottaris, inhabitants, nor induellaris within the said lordschip and landis, without licence askit and obteneit of thame that may gif it, pas with ony of thar corneis outhir of his awin corneis growand or that he byis that cumeis aneis within the thirle of the mylne that he is thirlit to quhidder it be malt, beir, quheit, or aitis to ony uther mylne bot allanerlie to the mylne that he is deput ordaneit and thirlit to pas to under the paine of tinsall of the corneis that he carrieis fra his awin mylne and of the horse that beiris the samyn, quhilk corneis salbe the fermoraris of the mylneis that he aucht to pas to and the horse the abbotis, alsua the serjand and officer that atteicheis and accuses sall have fourtie pennyis of his utheris guidis for the executioun of his office, and gif ony of the mylneis of the lordschip happineis throw drouth in summer or in frost that thay may nocht gang nowther to scheill nor grind, that the tennents and per-



soneis that ar thirlit sa lang as thair awin mylne may not gang sall come with thair saidis corneis quhatsumever to the Abbay mylneis of Melrose and thair sall grind thair corneis, under the paine foirsaid, as the act of court maid be the said Abbot and baillies of the regalitie of Melrose and his deputis of the dait foirsaid schawin and produceit in judgment this present day at mair lenth beiris; the quhilk act and ordinance being seine, sychtit, and considerit be my Lord and baillie deput foirsaid this present day in judgement, findis and hes fundin that the samyn act is maid for the weill and behuife of the said abbacie and of the mylneis within the samyn, and thairfoir my Lord and baillie deput foirsaid hes authereisit, affermet, ratifieit and approveit the said auld act with all clauses, headis and articleis conteinit therin, and hes statuit and ordaneit that this said act and ratificatioun sall stand for ever and in all tymeis cuming sall have als full power as the uther act had befoir this present day, and that the officeris within this regalitie sall point the contraveinars of the said [act] abonespecefeit according to the tennor thairof in all pointis; and farder gif that the awner of the mylne can nocht gait ane officer to poynd conforme to the tennor of the said act, that it salbe lesum to him or his servandis in his name to point the horse and corneis at his or thair awin handis provyding that thay bring the horse to my Lord and Abbot as for his unlaw. And als it is statuit and ordaneit that all myllaris of the mylneis of the said regalitie grind the corneis of the saidis tennentis and inhabitantis within the samyn sufficientlie, and gif thay do utherwayse that the saidis myllaris sall pay to the awneris of the corneis that hes skaith thair skaithe and inlaik at the sycht and modificatioun of tua honest men within the said regalitie or the mancis aith that hes the skaith. And thairupoun the said George Hoppringill in name and behalf of the said James Hoppringill his brother and Johne Hoy of Colmislichill askit act of court. *Extractum de libro actarum curie dicte regalitatis de Melrose per me Willielmum Brydin. notarium publicum, ac scribam prefate curie, manu propria sub-*



*scriptum. Ita est Willillmus Brydin, notarius publicus ac scriba curie predictae, manu propria subscript [sic].*

LETTERS OF SUSPENSION (registered 26th December 1607) at the instance of Thomas Hoyer in Galtonsyde, who is charged by letters of homing at the instance of James Philp, servitor to James, Commendator of Melrose, to pay to him a pension of 8 bolls bear disposed to him by the said Commendator upliftable from the lands of Galtonsyde and specially from six acres of land occupied by the suspender; because he was never lawfully charged to pay the same and when knowledge thereof came to him he willingly made payment of the said pension, and has the said James's discharge dated 15th December 16 , and his escheat goods are already disposed to James Cairncroce, son of Nicol Cairncroce of Calfhill, by his Majesty's gift. The letters are dated at Edinburgh, 6th March 1607.

*Execution:* 12 Dec. 1607, by John Hunter, messenger, relaxing Thomas Hoy by delivering the wand of peace to him at the market cross of Melrose; witnesses, James Jamesone in Lessudane, William Wallace in Melrose, and Alexander Barrie in Galtonsyde.

INHIBITION (registered 3d March 1608) at the instance of George Trotter, lawful son of Thomas Trotter in Ridpeth, narrating a Contract dated 28th January 1590 between them on the one part and John Robsone in Gladiswode and Andrew Robsone his son and apparent heir, for themselves and taking burden for Katherine Robsone, daughter of the said John, on the other part, for the marriage of the said George and Katherine, wherein Thomas his father promised to infeft the complainer and his heirs in his three half husband lands, and pertinents, lying in the town and territory of Ridpeth, and to observe other conditions; and since that time his father has also borrowed 300 merks from him, for part of which he promised to infeft him in his lands of Craighouse in the lordship of Melrose. For these and other matters the complainer is pursuing him, but to avoid the issue and defraud the complainer the said Thomas intends to dispone other-

wise upon his estate. He is therefore inhibited so to do. The letters are dated at Edinburgh 1st January 1608.

*Executions:* 9 Jan. 1608, by Alexander Wischart, messenger, against Thomas Trotter personally apprehended; witnesses, John Roger in Reidpeth, James Broun of the Park, and Alexander Trotter in Newsteid. Same day, by the same, at the market cross of Melrose; witnesses, William Wallace in Melrose, Andrew Davidstone there, and William Donaldstone there.

INHIBITION (registered 3d March 1608) at the instance of Alexander Rodger, indweller in the toun of Melrose, who has raised action against John Hunter, messenger, indweller there, for spoliation from his dwelling houses in Melrose of sundry 'meiris, insicht plenisching and utheris guidis and geir,' and the action being called on 23d February and further witnesses being to be produced on 4th March, the said John Hunter intends to dilapidate his estate to the complainer's prejudice. The letters are dated at Edinburgh, 25th February 1608.

*Executions:* 3 Mar. 1608, by Alexander Wischart, messenger, against John Hunter personally apprehended; witnesses, James Nicill in Melrose and Robert Wrycht there. Also at market cross of Melrose; same witnesses.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhone Watstone, etc., the xiiij of Januar 1608.

[Nothing further.]

The baillie court of the regalite of Melrose haldin thairat be Dene Jhone Watstone, etc., the xxvij of Januar 1608.

The quhillk day Androw Howm in Brigend is decerneit to pay to Androw Mein, masone in Newsteid, the soume of xxiiij l. money as catioumear for Jhone Haden, and that in respect of his confessioun.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhone Watsone the thrid of Februar 1608.

The quhilk day James Turnour in Langschaw is decerneit to pay to Alexander Barrie for tua firlots malt crop 1606 iij l. x s. in respect of the persewars aith.

The quhilk day Mungow Andersone in Newtounne is decerneit to pay to Androw Turner [?] in Melrose for ij firlots malt crop 1607, v merks, in respect of the persewar's aith.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhone Watsone, the tent of Februar 1608.

The quhilk day James Cairncroce in Redpeth is decerneit to pay to Thomas Woid in Erslingtounne for the price of ane young nolt coft be him fra the said Thomas the sowme of vii l. money, and that in respect of his aith gevein.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhone Watsone, the xvij of Februar 1608.

[Nothing further.]

The baille court haldin at Melrose be Dene Jhone Watsone the ix of Marche 1608.

The quhilk day James Edgar in Melrose is absolveit of the soume of xxx l. acclameit be Sande Barre for the allegeit slauchter of ane meir, and that in respect the deffender hes sufficientle provein efter he had borrowit the meir he redeliverit hir to the persewar haile and feir, and thairefter tuik ane seiknes callit the veis and beand cuttit thair of scho ran void and drouneit himself in Tueid ; quhairupon the said James Edgar tuik [act].

The quhilk day Jhone Haiste in Eildone is decerneit to pay to Michael Woid in Westhouses the soume of xij l. in respect of the persewars aith, and tuik act.

The baillie court haldin at Melrose be Dene Jhone Watstone the xvj Martij 1608.

The quhilk day Androw Blaike is decerneit to pay to Michael Fischear in Darnik the soume of xix l. x s. for ane oxe coft be him, in respect of his nocht compeirance and persewar's aith.

The quhilk day Quhintein Scot is decerneit to pay Robert Halewell for ij bolls aits price iiij l. vj s viij d. for the boll, in respect of his preveing thairof.

The quhilk day George Trotter in Redpeth is decerneit to pay to William Anderson thair xx l. in respect of his aith.

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk, baille thairof, etc., the aucht of Aprile 1608.

Compeirit Ritchert Scلائter, Nicholl Bowar, and the remanent tennents of Eildoune, and because the baillie had causit sumound thame to this present court in respect of thair compeirance and obedience to the said sumounds requireit act.

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk, baillie deput of the said regalite lauffullie constituit, be ane dispensatioun grantit be our soverane Lords Sessioun, the tuate of Aprile 1608.

The quhilk day compeirit Thomas Mar in Newsteid, becom bundin and oblisit to enter and present Alexander Mar his sone in judgement to the Laird of Chisholme, baillie, the nixt court day, being the fourt day of May next to cum, under the pane of ij lib.

The said day the said Thomas Mar becom oblisit to keip the Kings Majesties peace with Barnard Meyne and to assure him to that day under the pane of ij lib.

The said day compeireit sielyk Barnard Meyne and becom oblisit to keip his Majesties peace with the said Thomas Mar and assure him to the said day, under the said pane of ij lib.



The quhilk day the juge decerneit Thomas Mar in ane j<sup>e</sup> fib in respect he hes nocht enterit Sande Mar his sone this day beand appointit to that effect.

#### BLUIDIS and FORCEMENTS

Ane arreistment gevein be Andro Schlatter brokin be Dand Ker and Jhone Lethen.

Ane tuike gevein up betuix Androw Davidsons and Thome Fischear.

Ane tuike maid betuix Jhone Haiste and Jhone Maben.

Ane tuike or brale maid be James Hunter to David Maben.

James Edgar gevein up to have strekin and drawin bluid one Jonnet Nobill. [*In margin :*] Referrit to Thome Hetoune, James Maben ; James Maben deponis he saw him cast hir on the scalpe and saw na bluid. Absolvit James Edgar.

Ane contentioun betuix Raulf Haliburtonne and Jhone Finla.

Ane bluid drawin be Jhone Rogear one the skulmaster.

Ane tuike betuix Androw Davidsons and Willie Thomsons, pyper.

The quhilk day compeirit personalie Sir Gedion Murray of Elibank, knight, and constitut Lawrence Scot, advocat, his preloquutor, quha producit ane precept of wakning aganis the haille persons, fewaris, and occupyars of the landis of Blainslies, togidder with the Lordis decreit of remissioun and ane new licence, to have hard and sene thame decernit to bring thair cornis growand upon the saids landis to the mylne of Langschaw, as the samin beris ; quhilk being producit as said is and dewlie execute, comperit personalie [the] fewaris, tennents and occupyars abonewrittin, quha and ilk ane of thame being personalie present as said is grantit the said Sir Gedions clame and principall precept to be of veritie and actit band and oblisit thame thairto in all tyme cuming conforme to the desyer thair of. Thairefter the said Lawrence Scot desyrit ane ferder terme assignit for preving of the said principall precept aganis the remanent persons nocht



comperand, lykas the judge abonewrittin assignit and assignis to the said Sir Gedion the       day of       nixt to cum and ordanis the defenders to be wairnit heirto as accords.

Registration, 20 April 1608, of CONTRACT OF MARRIAGE, dated at Lessuddane, 28 Jan. 1606, between John Meyne in Lessuddane and Robert Meyne his son on the one part and Thomas Uneis there and Helen Uneis his sister there on the other part, for the marriage of the said Robert and Helen. Thomas Uneis promises to pay to the said Robert and his father 240 merks of tocher, with the clothing, insight and plenishing pertaining to his daughter. The penalty of failure of either party is 20 merks. The deed was written by John Hunter, notary, and attested by James Uneis in Lessuddane, James Gastoun there, and Robert Coit there.

The quhilk day anent the actioun and eaus conteinit in the lybell intentit and persewit be Robert Halliwell in Galtonsye against James Thomsoun thair, Thomas Boustoun thair, Wynd, George Coupper in Westhouses, and Gawin Sesfuird thair, makand mentioun thairintill that quhair the saids persones hes in possessioun the infeild land of ane aiker of land quhilk is the pairt of the viij aikeris of land sumtyme pertening to Umquhile Robert Boustoun in Galtonsye, and albeit the saids persones hes possessit the samyn aiker fra the vi<sup>e</sup> yeir to vj<sup>e</sup> vij yeir of God compleit to six yeirs, yit thai refuse to pay the ferme thairof extending yeirle to ij firlots beir everie ane of the four persones, ane ruid reknit to tua pekis beir, pryce conforme to the liquidatiounes ; and trew it is that the said Robert hes in possessioun the principall heidrowme of the said land, quhairthrow he is constrainit to satisfie the maister of the ferme thairof, quhairof the saids persones will nocht releif the said compleinar without thai be compellit, as at mair lenth is contenit in the said lybell : The saids parteis compeirand in judgement at diverse dyets of the actioun foirsaid, beand hard ressonit befor the saids judges and na lauffull objectioun maid against the said persewar, in respect quhairof and that

the saidis defendaris is in possessioun of the said aiker of land the judges decernes thame to pay to the said compleinar for tua pekis beir yeirlie the saidis sex yeiris everie ane of the saidis persones, extending to ij firlots beir conforme to the liquidatioune, extending to the soume of , with xxvj s. viij d. expenses.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhone Watstone, baillie deput, etc., the fourt of May 1608.

The quhilk day Mungow Andersone in Newtoun is decerneit to pay to Jhone Andersone in Redpeth the soume of xxij l. money as cationear for Sande Andersone in Newtoun and that in respect of his aith gevein, the deffender beand absent and ordaneit to be present and produce his persone he was catioun for.

The quhilk day George Trotter in Redpeth is decerneit to pay to Sande Andersone thair four bolls beir, as the price, to wit the boll, in respect of his confessioun.

The quhilk daye comeperit William Hunter of Williamlaw and Nicholl Cairneroe of Landhowpmire and grantit to the tennour and effect of the sumounds raiseit be Schir Gedeane Murray in all pointis; and siclik Charle Pringle, Edward Hall, George Graye [?] in Braidwodscheill, Jhone Notman callit Litill Jhone, Gawen Milcum [?], Robert Mitchell.

The juge assignis this day xv dayis to pronounce.

The quhilk day Thomas Mar enterit his sone Alexander, and thairupoun tuik act.

The same day Watte Eleis enterit Berne Mein and tuik act.

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk and Dene Jhone Watstone, baille deputis thair of, etc., the auchtein of May 1608.

The quhilk day the jugeis decerneit the haile persones conteinit in the libellit sumounds raiseit at the instance

of Sir Jedeane Morray conforme thairto in respect of thair confessioun maid heirtofore, except the Laird of Coldenknows quha compeirit nocht; quhairupoun James Cairncroce, procuratour in name of the said Schir Jedeane, requireit act.

The quhilk day Jhone Frater in Langhauche is decerneit to pay to Androw Smyth thair the soume of ix l. iiij s. iiij d. as for the rest of iij<sup>xx</sup> l. for ane ploume yard coft be him fra umquhile Androw Smyth, and that in respect of his aith, be count deliverit thairupone.

Compeirit James Hunter and produceit his clame aganeist Androw Wallace and remanent he compleinit upone, quhilk clame the juge as beffoir ordaineit the defenders to have inspeccion [of] and thane to gif in thair defences this [day] xv dayis assignit, with certefecatioun.

The quhilk day Willie Boustoun in Galtounsyeid is decerneit to pay Alexander Adamesone in Bowden vj l. x s. as for the price of ane esche tre, and that in respect of the persewars aith.

The quhilk day George Boustoun in Brigend is decerneit to pay to Jhone Usher thair x lib. money as cationar for Ritchert Sclaitter in Eildone, in respect of his confessioun.

The quhilk day the baillie constituit David Gaustoun in Lessuddane, officer thair of, quha gaif his aith for trew administratioun of his office, and thairefter the baillie deliverit to him ane officers wand, and thairupone the said David requireit act.

The quhilk day Jhone Rogear in Redpeth is decerneit to pay Jhone Brotherstanes in Erslingtoun as cationar for George Trotter the soume of x l. x s. money, in respect of the persewars aith.

The quhilk day anent the actioun and caus conteinit in the lybell intentit and persewit be Hellin Roull, relict of umquhile Robert Mabein, *alias* Lad, in Melrose, upoun William Ker, wiccar of Lindein, makand mentioun thairintill that hir said umquhile husband had in few and heretag all and haill four aikeris of land with ane peax yaird callit the spout yaird as ane parte and pertinent of

the saidis land, quhilk yaird lyis betuixt the landis callit the Brummie daills on the eist and the burn on the west at the fut of the loning of Dainzeltone that paseis to Heildoun hills, quhairintill hir said umquhile husband and scho was in the peaceabill possessioun duiring his lyfityme, and scho beand bot ane puir wedow and without helpe the said William immediatlie thairefter maist wrangouslie intruseit himself in the possessioun of the said yaird and will onnawayis suffer and permit the said compleinar to occupey the samyn as ane parte and pertinent of the land foirsaid without he be compellit, as was alledgit, and as at mair lenth is conteinit in the lybell foirsaid maid thairupoun: Compeirit the saidis partieis in judgment at sindrie and diverse dyettis, and na deffences lauffull useit be the deffender thairefter, the haille actioun foirsaid was referrit to the persewaris probatioun, quha proveit sufficientlie the said yaird to have bein in thair possessioun and to be ane pairt and pertinent of thair saidis four akeris of land, in respect quhairof the judg decerneis and ordaneis the samyn justlie to pertain to the said Helein Roull and to the aires of the said umquhile Robert as fewaris thairrof, and ordaneis the officer to put hir in possessioun thairrof immediatlie heirefter, and ordaneis the defender foirsaid to content and pay to the compleiner abonwritin the sowme of twentie sax schillings aucht penneyis as for expenses of pley debuisit in persuit of the said actioun, and the officer to poind for the same and mak the compleinar to be payit within terme of law; quhairupoun the said Helein Roull requyreit actis.

[The following is an abstract of an Extract of the Decree granted of this date against the feuars and tenants therein referred to, and which was lent to the Editor by Sir James Balfour Paul, Lyon King of Arms.]

Melrose, 18 May 1608; Walter Chisholm and Dene Jhone Watstone, bailies-depute.

Action at the instance of Sir Gideon Murray of Elibank,



heritable proprietor of the mill of Longshaw and multures, etc. thereof, narrating his infestment therein on 26 June 1606, against the following persons, feuars, tenants and occupiers of the touns and lands undermentioned which are thirled to the said mill, to inbring their corn to be ground at the said mill (except teind and seed corn), and pay the multure, being a peck of multure for each threave [?], viz. Sir John Home of Coldenknows, as feuar of the Eistsyde of Housbyre, and William Mitchell and John Wricht, tenants and occupiers thereof, William Cairncroce of Colmeslie as feuar of the lands of Woupla and Allanshaw, and James Mitchell and William Pringill, tenants and occupiers of Allanshaw, William Hunter of Williamlaw as feuar of the lands of Williamlaw, Braidwoodsheill, and one [?] of the feuars of the lands and touns of Blainslie, Nicol Cairncroce of Calfhill, elder, and Nicol Cairncroce, younger, his son, heritable feuars of the lands of Hilslope, Calfhill, John Hoyer, elder of Colmisliehill, and John Hoyer, younger, his son, feuars of the lands of Colmisliehill, and George Hoy, Jasper Hoyer, David Hoyer his son, and Thomas [?] Miller, tenants and occupiers of the lands of Colmisliehill and Apiltrieleaves, James Moffat, John Moffet, and Robert Hall, feuars of the toun and lands of Thrcipwode, [William Dewar] and John Rowmannous and John Williamson feuars of the toun and lands of Newhouses, James tenant and occupier thereof, George Pringill of Blindlie, John Rolmanhouse, Thomas Fogo, William Scheill, James Hall, Adam Darling, George Rolmanhous, Edward Darling, Michael Dickson, Andrew Carter, George Greif, William Johnston, Edward Rolmannous, John Thin,<sup>1</sup> William Darling, George Davidson, John Thin called John of the Thornes, John [?] Pringill [?], Thomas Suinhouse, Charles Pringle, Edward Hall, Allan Sounhouse, feuars and portioners of the touns and lands of Blainsleyis [?], Peter Darling, Hew Hardie, Robert Scheill, and John Murray, tenants and occupiers thereof, George Gray, tenant and occupier of the lands of Braid-

<sup>1</sup> Hereabouts is also *John Stirling* in a later list, and ane *Thomas Hall*.



wodsheill, John Notman, Gavin Wode, Henry Depo, John Notman called Little John, William Notman, John Broun, Robert Mitchell, Gavin Malcum [?], John Carter, John Smith, feuars of the toun and lands of Moshouses, Andrew Darling, Philip Darling, and Andrew Darling called Wester Andro, feuars of the touns and lands of Apletrieleaves and Langhauch, Peter Anderson, David Patersone, and John Anderson, tenants [?] in the toun and lands of Apiltrieleifis, John Frater, John Frater, maltman, William Darling, and Andrew Smith, tenants [?] of the toun and lands of Langhauch, James Hunter, heritable feuar of the lands of Halkburne and one of the feuars [?] of the lands of [Blain (?)] sleyis, and John Spottiswode, heritable feuar of the toun and lands of Quhitlie and Quhitliedyks. Charge having been given to them, and Sir Gideon Murray compearing by James Cairnroce his procurator, and none of the defenders compearing, the bailies decern them to pay the foresaid multure and other accustomed duties and bring their corn to the mill, conform to former decreets and acts of the court of the Abbacy of Melrose; because most of the foresaid defenders compeared at divers former diets, and confessed their lands were thirled to the said mill; and the rest compeared not, and were held as confessed.

Extracted from the Act Book of the regality of Melrose by John Scot, notary and clerk of court.

At Melrose, 30 July 1635, the principal extract was exhibited in a court held by James Pringle of Bukholme, bailie-depute, read, compared and approved, and this to be the true copy thereof, as attested by the said bailie-depute and his clerk. Signature [obliterated].

On the back the clerk's name is Alexander Mellerstanes.]

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk and Dene Jhone Watsone, baillie deputis of the said regalite lauffullie constituit, etc., the first of June 1608.

Compeirit Jhone Spottiswoid of Quhitlie and produceit

ane precept of poiding direct upone ane decreit pronunceit be the baille aganeist James Moss and Jhone Waichtman, and desyrit the samein to be execut. The pairte deffender protestit to be hard and desyrit extract of the proces, quhilk the juge grantit, and thairefter the said Jhone Spottiswoid upliftit the said precept.

The quhilk day George Morray in Galtounsyl is decerneit to pay to Thomas Mar, younger, in Newsteid the soume of xiiij l. as for the rest of the price of certane scheip coft and resaveit be him fra the said Thomas, and that in respect of the persewars aith.

*Inquisitis* :—James Hunter of Halkburne, Michael Fischear, Berne Mein, Sande Andersone, Thomas Trotter, William Ker, George Eleis, Jhone Notman, Jhone Kyle, Mungow Mylne, Androw Stoddert, William Moffet, George Romainis, Mungow Andersone, Jhone Thin.

The quhilk day David Jamesone in Lessuddane is fyleit in ane bluid drawin upone Walter Thorbrand.

The quhilk day Jhone Rogear in Redpeth is decerneit in ane bluid drawin be him one William Coke, skulmaster.

The quhilk day Jhone Haiste is fyleit in ane tuike for striking of Jhone Maben.

Registration, 1st June 1608, of BOND by William Wrycht, son and apparent heir of David Wrycht in Galtounsyl, to Andrew Mar, there, for 38 l. 6 s. 8 d. of borrowed money, which he is to repay or enter the said Andrew to the possession of half an acre of land in Coit yairds, with the teind-sheaves and pertinents, and 4 l. of expenses if the deed has to be registered. William Bowic, notary in Lauder, is procurator for registration, and the Bond, written by John Freir, servitor to John Scott, notary, is dated at Melrose, 26 June 1607; witnesses, John Wrycht in Galtounsyl, Thomas Freir in Melrose, and George Freir there.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhone Watson, baillie deput of the said

regalite, lauffullie constituit, etc., the xv day of Junii 1608.

The quhilk day in the terme assignit *apud acta* to this day to William Ker, vickar of Lindeine, to produce our soverane Lordis letters of advocatioune persewit of beffoir be Jhone Walker in Darnik fra the yaird loch, and for observeing thair of produceit ane [*sic*] act of the Lordis of Counsell quhair the said mater and actiounes of removeing is advocat to thame selfis to be proceedit beffoir thame siclik and in the samein maner as the said mater aucht and sould have beine proceedit beffoir the said baille of the regalite of Melrose and his deputis, dischargeand the said baille and his deputis of all farther proceeding thair-intill and of thair offices in that parte for ever; and forther the said William Ker compeirand be William Bowie his procurator for verefeieing of the said allegiance produceit the said act of the dait at Edinburgh the ix of December 1606, and farther protestit gif the bailleis proceedit thair-intill for remeid of law and nullite of proces, and thair-upone tuik act.

The juge continewis the pronunceing of interloquutor to this day xv dayis.

The quhilk day baith the actiounis debaitabill betuix Jhone Thin and Androw Carter is continewit the interloquutor to this day xv dayis, pairteis wairneit thairto *apud acta*.

The quhilk day Jhone Wintroip in Elestoune is decernit to pay to James Vaiche thair the soun of v l. xij s. as for the price of ane boll meill in respect of his aith gevein thairupone.

The quhilk day Adame Mertone in Redpeth fand Sande Andersone thair catione and souerte that he sall nocht trubill Hew Somerwill thair bot be law under the pane of xl l. *toties quoties*.

The quhilk day Johne Donaldsone in Melrose is decernit to pay to Johne Bowar in Melrose the sowme of vij lib. as debtor for umquhile Jhone Thorbrand in Dainzeltoun and furnishing of iron, in respect of the defendaris not com-

peirance beand lauffullie arreistit, and the persewaris aith, with xj s. iiij d. expenses, and ordanes the officer to poind for the samyn.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhone Watsone, etc., the penult of Junii 1608.

The quhilk day Nicholl Andersone in Lessuddane is decerneit to pay to Robert Hunter thair vij l. xij s. iiij d. as for the price of ane boll of quheit coft and resaveit be him fra the said compliner, and that in respect of the non compeirance of the said deffender; quhairupone the said Robert tuik actis.

The quhilk day Nicholl Andersone is decerneit to pay to Jhone Ritchesone in Lessuddane the soume of xj l. as for the price of ane meir as det acceptit be him for Williame Ker in Newtoun, in respect of his non-compeirance.

The quhilk day the said Nicholl is decerneit to pay to David Ganstoun for five firlots quheit price of the boll vij l. in respect foirsaid.

The quhilk day Quhintein Scot in Galtounsyeid is decerneit to pay to Kathreine Ker, relict of umquhile Robert Ker in Melrose, and James Hunter hir spous for his intres, for xj hogis resaveit be him in keiping and nocht redeliverit, price of the peice, and that in respect of his nocht compeirance and act maid heirtfoire that he sould be haldin *pro confesso* gif he compeirit nocht this day; quhairupone James Hunter requireit actis.

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk and Dene Jhone Watsone, baillie deputis, etc., the xiiij of July 1608.

The quhilk day Robert Howbroune in Newtoun is decerneit to pay to Jonnet Myles thair for tua bollis malt xvj l. betuix and Mertimes nixt, in respect of his confessioun of the resset of the samein.



'Fyleit.'

Ane tuilze gevein up be Androw Wallace maid be James Edgar with umquhile Robert Nicholl.

Tua forcementis gevein up be him maid to Hob Maben, burla officer, be Androw Davidstone.

Ane tuilze gevein up be him maid be Mungow Donaldsone with Jhone Linlithgow and ane uther with Dave Wrycht.

Ane tuilze gevein up be David Gaustoune maid betuix Androw Stoddert in Lessuddane and Will Purves.

'Fyleit.'

Ane brall gevein up be Androw Wallace maid be Hob Hetoune in Darnik to Androw Hetoune in Newtown.

Ane bluid allegeit drawin be Hew Hardie in Blainslie upone Peter Darling, wrycht. [*In margin.*] Hew Harde fylit in ane bluid and wrang; Peter fylit in ane bluid.

Ane brall betuix Jane Maben and Jhone Nobill.

Ane brall maid be Hob Hetoune to Androw Hetoun [*sic*].

Ane brall betuix George Glen and James Guithre.

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholm of that Ilk and Dene Jhone Watsone, baille deputis, etc., the xxj of July 1608.

Compeirit Thomas Lyall in Blainslie and confessit in nam of the possessione [?] of Blainslie that the thre landis of Blainsle pertening to William Hunter sould serve [?] to have ane sixtene parteis liberte in pasturing throw the landis of Blainslie, quhairupon the said William requyreit actis.

The quhilk day Jhone Hunter, messenger, is decerneit to pay to Mungow Andersone in Newtoun xl l. money as cationear for Androw Hetoun thair, in respect of his confessionne, quha protestit for releiff, quhilk the juge admittit.

*Inqueist* :—Alexander Andersone, Mungow Andersone, Thomas Trotter, George Eles, Michael Fischear, Thomas Lyall, Alane Sweinhous, Robert Hall, James Hall, Jhon Swinhous, Thomas Mar, Androw Darling, Bernard Mein, George Romainis, Jhon Notman, William Moffet, Philp Darling.



Compeirit Hew Hardie in Blainslie and gave assuurance to Peter Darling, wrycht, quhill this day xv dayes to be unhurt be him or any in his cause assistaris kin, freinds, allay, parte, and partaikaris, under the pane of j<sup>m</sup> merkis, and fand Jhone Stirling catioune to that effect, quha oblossit him to releve his said cationer.

The said Peter Darling grantit the lik assuurance and fand Andro Darling, younger, catioune under the lik pane.

The baille court of the regalite of Melrose haldin thairat be Walter Chisholm of that Ilk and Dene Jhone Watstone, the thrid of August 1608.

The quhilk day Jhone Donaldsone in Melrose is decerneit to pay to Jhone Bowar vij l. money as for furnishing of necessars to him, in respect of his absens and persewaris aith.

The quhilk day Willie Cairter in Colmeslie is decerneit to pay to Jhone Turnour in Langschaw for ane boll beir crop 1606 according to the liquidatioune, in respect of the persewaris aith gevein.

The quhilk day Gawen Mertoune is decerneit to pay to Jhone Bell in Redpeth iiij l. money, and absolvis him of iij l. iiij s., in respect of the deffenders absens.

[*Inquest*.:—] Alexander Andersone, Watte Eleis, Thom Trotter, Androw Stoddert, Alexander Trotter, James Stoddert, Bernard Mein, Jhone Hetoune, Androw Boustoune, Nicholl Bower, Richart Scلائtter, Thomas Mar, Androw Kennedie, Wille Darling, Richert Mein.

The quhilk day Sande Andersone became catioune for entring of Hew Hardie, under v<sup>c</sup> [*sic*].

The quhilk day it is submittit betuix Hew Hardie and Peter Darling to stand to the decisione of Alane Swinhous and Jhon Bell for Hew Harde and of Berne Mein and George Romanis for Peter Darling anent all actionis betuix thame preceeding the dait heirof and in caice of variance of Mr. Jhone Ker as oversman, the daismen to decerne betuix and our Latter Laidy day and the oversman betuix and Michachmas; the saidis parteis requireit actis.

Ane tuilze gevein up comittit be Hob Younge aganeist James Edgar.

The inqueist fyles Roulf Haliburtone in ane brall for striking of Jhone Finla, in respect he hes bein oft tymes sumound and nocht compeirand and lafull tym of day past.

The quhilk day Daud Gaustoune gaif up ane tuilze maid be Androw Stoddert with Wille Purves in Lessuddanc.

The quhilk day Androw Stoddert in Lessuddane is fyleit in ane brall maid in striking of Wille Purves.

The quhilk day Mungow Donaldsone is decerneit in ane wrange and ane brall, and Jhone Lythgow in ane brall.

The quhilk day William Boustoune in Galtounsyd is decerneit to pay to Jhone Broune thair x l. vij s., in respect he hes proven the same.

The quhilk day Thomas Trotter is decerneit to pay to Alexander Andersone xlvij l. as cationar for his sone George Trotter, in respect he hes provein the same.

The baille court haldin at Melrose the xi of August 1608  
by Dene Jhone Watson.

The quhilk day anent the actioun and caus conteinit in the lybell intentit and persewit be Jhoune Rodger and Jhone Bell in Reidpeth against George Trotter thair, makand mentioun thairintill that the said George Trotter moveit the saidis compleinaris to become cautioneris and souerteis conjunctlie and severallie for him for payment to the said Robert of the soume of ane hundreth and ten pundis money as principall debt contenit in ane obligatioun maid thairupone quhilk sould have bein payet at Mertimes last *in anno* 1607 yeiris, and in caice of failie the soume of                    as for expenses to be debuirset for registratting of the said obligatioun, the quhilk termé being bypast and na payment maid to the said Robert Trotter, the said George Trotter principall will on na wayis releif his cautioneris foirsaidis without he be compellit, as is alledgeit. The saidis compleinares comperand diverse tymes in judgment, and the defender forsaid beand

sumound oft and diverse tymes to heir justice ministrat in the said caus and not compeirand, and beand this day ordanet to compeir utherwayes to be decerneit to releif the debtores forsaidis, quha not compeirand as of befoir, in respect quhairof the judge decernes and ordanes the said George Trotter to content and pay to the saids compleinares the forsaid soume of ane hundreth and ten pundis money principall debt and expenses foirsaidis contenit in the said obligatioune, togidder with the soume of xxvj s viij d expenses deburset in persut of the said cause, and ordanes the officer to arrest, poind, strenzie, and compryse the reddiest guidis, geir, insycht cornes, cattell, or lands pertening to the said George and mak the compleinar to be payeit thairwith within terme of law ; quhair-upone thay requyret actis of court.

The baillie court of the regalite of Melrose haldin thairat be Walter, Lord of Bukcleuch, baillie principall of the said regalite, and be Walter Chisholme of that Ilk, and Dene Jhone Watsone, his deputis, the xxiiij of October 1608.

The quhilk day it is statuit and ordaineit that na persone within the regalite of Melrose resset any of the Egiptianes in na tyme heirafter under the pan of [*sic*] conteinit in the actis of Parliament, and xl l. to the baillie, and ordanes the officer under his wand quhen thai cum to charge the nyctbours to assist him and thairefter expell the said Egiptianes, and in caice thai failze under the pane to be payit be the disobeyar.

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk and Dene Jhone Watsone, baillie deputis of the said regalite lauffullie constituit, and with thame Willame Cairincroce of Colmislie, Jhone Pringill of Bukholme, John Hom in Williamlaw, and John Haliburton of Murhouslaw, the fift of November 1608.

The quhilk day anent the baillie cariag addebtit yeirlic

to the said Walter, Lord Scot of Bukeleuch, and his aires, be the haill tennents and occupyars of the tounes and lands respective efter following lyand within the said regalitie and barronie of Melrose, quhilk hes not bein heirtofoir sua ordourlie set down and ordourlie payit as reason requyrs, for remeid thairof the saidis bailles deputs and thair assistares foirsaidis hes deduceit and set down this ordour and number of cariages underwrittin to be payit yeirlie to his Lordship and his aires in all tymes cumeing, everie toun and sowme efter mentionat, viz., Lessuddane, xxxj; Newtoun, xvij; Eildoun, xij; Newsteid, xx; Dainzeltone, viij; Dernik and Brigend, xxiiij; Appiltreleves and Langhauch, vj; Galtonsyd and Westhouses, xxiiij; Reidpeth, vj; Blainslies, xvij; Moshousses, iiij; Threipwod and Newhouses, v; Erlestoun, xij; Camistone, iiij; Melrose not beand in use is deferit to my Lord his presens; Maxpoppell and Plewalands in lyk maner.

The samyn day efter the deduceing the number of the saids cariages the baillies and assistars foirsaidis hes statuit and ordenit that everie toun and rowme abon nameit pay yeirlie the number above expressit everie persone, fewares within the samyn and kyndlie tennents proportionallie according to thair occupatiounes and haldings, the greatest sowmes contributing with the leist quhill the number be compleitit, and that the persone failyeand quhatsumever thairof salbe immediatle poyndit *pro rata* immediatlie efter his failyie to furnish out the cariag unpayit haillie and compleitle; and that everie officer sall gif in sufficient compt yeirlie of the number under his wand, under the paine of the lose of his office and credeithairefter.

The baille court haldin at Melrose be Walter Chisholme of that Ilk and Dene Jhon Watstone, baille deputis, etc., the xvj of November 1608.

The quhilk day it is statuit and ordaineit that na persone induellar in Melrose and Dainzeltone sall hadder within the bounds of Bowden under the pan of xiiij s.



iiij d. *toties quoties*, and ordains the officer to wairn thame to that effect.

The quhilk day it is statuit and ordaineit that na persone induellar in the Heland in Melroseland byd fra the kirk of Melrose on Sonday or bapteissis any bairnis or bureis any deid or makis mariages out of Melrose, under the pane of xl s. *toties quoties*.

*Absentes.* LESSUDDANE :—James Unes, David Jameson, James Kyle, Thomas Unes, Thomas Hunter, Robert Brydin, Walter Gibsone, Androw Stoddert, Michael Gib [*deleted*], Robert Hunter, Thomas Kyle, Hill, Wille Riddell, James Dennestoun. EILDONE and NEWTOUN :—Thomas Myles, Nicholl Couchrane [*deleted*], Thomas Coit [*deleted*], Jhone Haiste [*deleted*], Jhon Chisholme. NEWSTEID :—Thomas Wilsone [*deleted*], Thom Mar. MELROSE and DAINZELTOUNE :—William Ker, Alexander Rogear, Raulf Haliburtoun, William Edgar. GALTOUNSYD :—Sande Barnie [?] [*deleted*]. DERNIK, BRIGEND, BLAINSLIE, MOSHOUSES :—George Pringle of Blindlie, William Hunter, James Hunter, Jhone Romanis, Adame Derling, George Romanus, Edward Derling, Jhone Stirling, Robert Hall, Thomas Lyall, George Davidstone, Charles Pringle, George Gray in Braidwodscheill, William Scheill, William Dewar, James Moffet, Jhone Moffet, Robert Hall, Jhone Hoyer of Colmslihill, Jhone Pringle of Bukholm, Nicholl Cairncroce, younger, Jhon Spottiswoid, Philp Derling, Androw Derling, elder, Sir Jhon Home, Androw Home.

*Inqueist* :—Michael Fischear, William Andersone, Jhon Notman, Jhon Hetoun, Robert Wallace, Bernard Mein, Jhone Mar, Androw Scلائter, Walter Eleis, Thomas Trotter, William Ker, Jhone Andersone, Quhintein Thomsone, Androw Boustoun, Nicholl Merse.

The quhilk day it is statuit and ordaineit that quhat persone the kirk clerk sumoundis to compeir beffoir the minister and elders, gif thai cum nocht at the first it sall cost thame xj s., and ordanes the officer to poind for the same.

The quhilk day Androw Stoddert and James Unes compeirand in jugement beffoir the court raise and



protestit that thai sould nocht be onlait, and in name of the rest tuik actis.

The quhillk day it is submittit betuix Thomas Mar, younger in Newsteid, on the ane pairt, and Barnard Mein thair on the uther pairt, to stand to the decisioun of James Stodert in Lessudden, Johnne Andersone, elder, in Newtown, Williame Edgar in Melrose, and David Wycht there, and in caice of wariance of Mr. Johnne Knox, minister at Melrose, as oversman, anent the marcheing of the hie gait betwixt Coit burne and Aikedenburne, and thair contraventiounis raisit be them against uthers in speciall, and generalie anent all uther contraverseis and debaitis amangst them preceeding the dait heirof, and they to decerne betuixt and Candelmes nixt; the saidis parteis requyrit act of court.

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk and Dene Jhone Watsone, baille deputis, etc., the xxj of December 1608.

The quhillk day James Cairneroce, procurator in name of Schir Gedeane Murray, produceit ane sumoundis raiseit against Michael Diksone, Jhon Morray, Jhone Fogo, Adam Derling, for certain cornis tuikin out of his thirle. Compeirit Adam Derling and cam in will to the complainer, and ordanis the rest to be sumound presentle agane the nixt court to heir sentence pronunceit.

Registration at Melrose, 20th January 1609, of BOND by William Wrycht in Galtonsyd, with consent of David Wrycht, his father, to Robert Halliwell there for 57 merks 6s. 8d. of borrowed money, to be repaid by 8th March 1608, otherwise to infett him in their half acre in the lands called the Coit yairds within the bounds of Galtonsyd, under reversion, to be held of them for 1d. yearly, with the maills and duties payable to the superior; and if they fail, to pay 10 l. expenses. John Hunter, messenger, is procurator for registration. The bond, written by John Hunter, notary, is dated at Melrose,

8th March 1607 ; witnesses, William Mabane in Melrose, George Boustoun in Galtonsyd, and Quentin Mertoun there.

The baille court haldin at Melrose the first [*deleted*] vij of Februar the yeir of God 1609.

Compeirit the tennentis of Elestoune and protestit for thair expenses beffoir thai be callit be William Cairneroc of Colmislie and his subtennentis in the actioun of thirle intentit be him aganest thame, in respect thai ar arreistit and nocht callit, and thairupoun tuik actis.

Jhon Kyle protestit the lik.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhone Watsone the xxij of Februar 1609.

The quhilk day Patrik Halliuell in Galtonsyd is decernit to pay to William Murray, brother germane to Sir Johnne Murray of Etilstoun, knycht, for thre bollis tua furlottis ane pek ij copfull cherreitit ferme beir of the crop last 1607 for his landis in Galtonsyd possessit be him, pryce of the boll vij li., summa xxv li. iij s., in respect he hes rycht of the said ferme and of the defendaris confessioun, and for tua lang cariages xxvj s. viij d. crop foirsaid, togidder with xxvj s. viij d. as expenses debuisit in persuit thairof.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhone Watsone, the viij of Marche 1609.

The quhilk day anent the actioun and caus persewit be Williame Halliuell, wobster in Eilleistoun, against Georg Turnbull, makand mentiou in his lybell that he in the moneth of December *in anno* 1607 borrowit and reseavit fra the said Williame certaine beir comptit and reknit to xv li. money, and for the samyn he enterit the compleinar to ane rig of his land lyand in the landis callit the Bank within the boundis of Elleistoun, etc., quhilk rig he possessit sew, schuir, and led away the last yeir, and the tyme of the taking thairof he promissit to mak him ane suffi-

cient wodset tak to be haldin dewtie fre for thre yeiris efter his entrie forsaid and thre efter thir quhill the laifull redemptioun thairrof, and to teill the samyn frelie duiring the said spaice, and alledgit that the said Georg will not keip his condisioun in the premissis without he be compellit: The saidis partes compeirand in judgment personale the defender confessit the pointis of the clame, in respect quhairof the judge decernis him to fulfill the haill condisiounes abonacclamit, and to teill the land betuixt and the tuentie day of this moneth, and to pay to the compleanar the soume of xxvj s. viij d. expenses debuirsit in the said caus, and efter the ische of the tuentie dayis ordanes the officer to put him in possessioun of the said rig, and to poind for the expenses, quhairupone the said Williame requyrit actis.

The baillie court haldin at Melrose the xv of Marche 1609.

Compeirit Kathrein Derling and hir sonis in actioun of removeing persewit be Androw Derling aganest thame, and allegeis na proces aucht to be gevein in respect it is feriat and close tyme.

It is ansuerit be the persewar and sayis the fermer allegiance aucht to be repellit in respect bailles, schirefs, or juges is nocht incluseit within the feriot tyme, and desyrit the juge to proceid and gif interloquutor.

The juge ordaneis the deffenders to gif in thair laifull defenses the nixt heid court, and thame to be wairneit laifulle thairto.

The baillie court of the regalite of Melrose haldin thairat be Jhone Watsone, etc., the xvij of May 1609.

The quhilk day Androw Derling, persewar foirsaid, for instructioun of his wairning and sumoundis raiseit thairupone produiceit ane infetment of the thrid of the landis of Apiltreleves and Langhauche of the dait the xxvij of December 1597, and desyrit proces.

The juge ordaneis the deffenders to have inspectioun of the peices produiceit to gif in thair lafull defences thairto the last of May instant, parteis wairneit *apud acta*.

The quhilk day Hew Somervell fand Wille Andersone catioun to be ansuerabill to the tennents of Redpeth and louseit the arreistment.

The baillie court of the regalite of Melrose haldin thairat be Walter Chisholme of that Ilk and Dene Jhone Watson, etc., the last of May 1609.

Compeirit the saidis Kathrein Derling and produiceit the peices foirsaid and desyrit the precept of wairning with the executions thairto be red in plane court, quhilk being done the deffenders acceptit the wairning with the executiones thairto in sua far as thai maik for thame, and for deffence allegeis thay aucht nocht to be decerneit to remove becaus the precept is unlauffullie execut seing it is nocht execut on ane Sondag and fourte dayis preceiding the feist of Witsonday, in sua far as it is execut on the xj of Aprile quhilk is Setterday, and desyrit the precept to be markit as it is daitit on the xj of Aprile 1607.

It is ansuerit be the persewar and sayis the wairning is lauffulle useit and gif thair be na [*sic*] informalite in the executioun it is in the writting, and protestis for reformation thairto gif any error be, and desiris interloquutor.

The juge continewis interloquutor to be pronunceit this day xv dayis, parte wairneit *apud acta*.

And in the meintyme efter interloquutor is pronunceit the deffenders protestit gif neid beis thai mycht be hard to gif in thair lafull deffences aganest the principall cause.

The baillie court of the regalite of Melrose haldin thairat be Walter Chissolme of that Ilk, etc., the xiiij of Junii 1609.

The quhilk day the juge continewis the interloquutor foirsaid to this day xx dayis, parteis wairnet thairto *apud acta*.



The quhilk day it is statuit and ordaineit that all the houshaldars in the parochin of Melrose pay yeirlic to the clerk xvj d. and ordanes the officers to poind for the same. Jhone Williamson requyreit act.

The baillie court of the regalite of Melrose haldin thairat be Dene Jhone Watsone the xvij of Junii 1609.

The quhilk day Jhone Haiste is condempnit for brecking of the act maid be my Lord of Bukeleuch anent selling of victuell out of Melrose and nocht presentand the mercat with the samin, in respect he wald nocht gif his aith that he had kepit the said act.

The quhilk day it is statuit and ordaineit that all women defameit and unhonest salbe haldin to pas out of the toune of Melrose within aucht dayis, and quhat persone sall happin to resset thame it sall cost thame v li immediatle efter the ische of the aucht dayis.

[*A leaf at the end of the volume contains the following :*]

Alexander Cranston of Moreiston.

Few granted be the Abbot, etc., 1550. Never confermed.

Thair is ane precept (gevin be my Lord of Haddingtoun his commissioners) of *clare constat* for geving of seasing to Alexander Cranston as air to Mr. Thomas Cranston his father. *Quæro*, If the commissioners having power to geive precepts of *clare constat* may prejugé the Vicout in the right of the lands, seing thay had na power to annalie naine of the lands.

Some process of confirmation be vertew of ane generall commission direct to Mr. Jhon Thorneton, wantis the commission, as Ardmillans confirmation daited 6 Nonas Octobris 4°, Pauli 3<sup>l</sup>, of ane 5 l. 9 s. 4 d. land of Beanches, Litle Smeiston, Pereiston, and Knokfenton.

When Ardmillan produced at the first he produced nothing for ane thrie lib. land of Platcorway bott allanerlie the Papes confirmation thairof, ane chairtour gevin be Andro, Commendatair, 1535, and ane precept of *clare*



*constat* gevin be Michael, etc., without aine seasing. Att the first calling he gat ane day to produce ane protocoll, bot at the day he hes produced ane chairtour gevin be the said Andro, ane precept of seasing whilk doeth appeire authentique eneuch, bot no seasing thairupon bot allanerlie ane seasing gevin upon Michael, Commendator of Melrose, his precept under the note of James Ross.

William Cairnecorse, younger of Calthill, his evidents wer brunt, of the fragments quhairof thair is onlie twa chairtours of confirmation under the great seil of the twa halfis of Ladopmure. Thir landis are *nominatim* exprest in my Lord Ramsays chairtour bot onlie the milne of Ladopmure.

Scot of Harden produces ane chairtour of confirmation of the landis of Langhoupe disponed to him be the last commendatair as fewer, and of ane other chairtour granted to him be Mr. Jhon Home of the landis of Over and Nether Clifhoupis, Quhytekirk and Quhyteland, Ermsleuch and Abbotissykes in Liddisdaile, lyand in within the schirefdome of Edinburgh, to be haldin of his Majestie superior be vertex of the act of annexatioun. *Quæro*, If thir landis perteinit to the Abbot of Melrose, and what right Mr. Jhon Home had thairto.

*Quæro*, If the Kingis confirmation befor the Papis authorietie was abrogat was eequivalent to the Papis confirmation. Of this kynd is the confirmation of the few of the landis of Drygrainge *in anno* 1539, produced be Coldenknowis.

If this confirmation be not fund sufficient, *quæro secundo*, If Lithgow who was the first fewers chairtour to be haldin of the King maid to Bruntfield being confirmed be the King with ane general grant of all right, wilbe thoght ane sufficient confirmation of the few.

The few of Newton milne set to William Cairnecross of Colmislic hes na seasing produced, bot ane rolment of court beiring that the seasing was recognost in the notairs books.

If this seasing be not good, *Quæro*, If the yconomus precept of *clare constat* without the convent, and seasing following thairupon, may supplie the same.

Cairnecrose of Colmislie hes allanerlie ane precept and seasing of his 8 li. land of Colmislie, and ane few unconfermed of the Westsyde of Housbyer, Langlie, and the croft called Cellararishauch ; *quæro*, If upon his resignation of thir landis as perteing to him with ane *de novo damus* without mention of the Kings right acqyred to his Majestie be the act of annexation may not be querrelled *propter obreptionem*. Thair is some argument for the not confirmation becaus the *de novo damus dispensis* thairwith.

Ane husband land in Ridpeth possest be William Anderson set for payment of 22 s. 4 d., be ane auld chairtour wanting the conventis consent and not confermed, is set of new be the King 1587 for 20 s., 3 poultrie, and 12 d., in augmentation ; *sic est diminutio* of 16 d.

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## MELROSE REGALITY

### REGISTER OF DEEDS, 1641 TO 1651<sup>1</sup>

#### *Abstracts*

1641, February 15.—Registration [at Melrose] of BOND by William Smyth in Moshousses to John Scheill, elder, maltman in Ersiltoune, for 37 l. 6 s. 8 d. Scots, borrowed money, repayable before 1st Nov. 1640, with 8 l. of penalty in case of failure so to do. John Edgar, officer in Melrose, is appointed procurator for registration. The bond, written by Andrew Edmistoune, notary in Lawder, is dated at Ersiltoune, 14 Feb. 1640; witnesses, John Scheill, younger, in Ersiltoune, and James Edmistoune, son of the said Andrew. The writer signs for the granter.

1641, March 24.—Registration of Letters of INHIBITION directed to William Wallace, messenger, at the instance of Francis Scott of Castellside against Gavin Cesfuird in Westhouses, and William Cesfuird, his eldest lawful son, who granted Bond on 10 Jan. 1637 to him for 100 l. Scots with 20 l. of penalty, and also entered into a Contract with him on 20 July 1637 for a five years' tack to them of 'his nyne aikers of land half aiker of lands teind scheaves includit their haile parts and pertinents of all sorts and kynds houses yairds toftis croftis all lyand runrige throw the toune and landis of Gattounsye and Westhouses, than possest be William Wright, smith in Gattonside,' for payment to him yearly of nine bolls of victual, viz., 4 bolls 2 firlots meal and the same of malt, old measure of Jedburgh, the first payment to be between Yule 1638 and Candlemas 1639, carrying the victual at their own charges to his house of Castellside, and relieving

<sup>1</sup> To prevent repetition from this point the entries in this volume are abstracts only of the Bonds and other writs.

him at the hands of the superior of the whole feu-duties, stents and taxations during the tack ; but they intend to defraud him. Edinburgh, 20 Feb. 1641.—22 March 1641, William Wallace, messenger, executed the letters against Gavin Cesfuird, personally apprehended ; witnesses, Robert Ormstoune, son of Andrew Ormstoune in Westhouses, and William Meine tailor there.—Same day, at merket cross of Melrose, made intimation of the letters ; witnesses, John Wallace, younger, smith in Melrose, and George Wallace, son of James Wallace, hostler there.—23 March, at market cross of Jedburgh ; witnesses, George Donnald, merchant burgess of Jedburgh, and Gilbert Ker in Melrose.

1641, April 3.—Registration of BOND by James Cesfoord, eldest lawful son and apparent heir of Gavin Cesfuird, portioner of Westhouses, to George Bertone, ‘ chopman ’ in Gatounside, for 100 merks of borrowed money, for repayment of which Gavin Cesford his father becomes cautioner, with 10 l. of penalty, and in further security they oblige themselves to infest Bertone in ‘ that tenement and onsteid of houses with the yaird therto adjacent, viccarage teyndis, all lyand at the eistend and tounheid of the said toune of Westhouses,’ for a year’s crop and so forth each term and crop until payment, and they assign to him four bolls of ferm victual addebted to them by James Mertoune in Westhouses as the duty of four acres of land of theirs possessed by him this year 1640, viz., 2 bolls oatmeal and 2 bolls malt, old Jedburgh measure, this to be allowed as part payment of the 100 merks. There is a clause of relief, and Andrew Tunno is appointed procurator for registration. The bond is written by Andrew Tunno, younger, and dated at Melrose, 21 Jan. 1640 ; witnesses, James Boustoune, chapman in Gatounsid, Robert Meine, son of Andrew Meine, cordiner in Melrose, John Suanstoune in Bouden, and the writer.

1641, April 8.—Registration of BOND by William Loukup, wright in Melrose, to Bessie Darling, lawful

daughter of the deceased William Darling, portioner of Darnick, for 26 l. 13 s. 4 d. Scots, to be paid at Whit. 1639 under penalty of 5 merks ; with clause of registration. The Bond is written by Andrew Tunno, and dated at Melrose 27 May 1638 ; witnesses, Andrew Kennedie, portioner of Dernick, John Walker, servitor to the said William, and the writer.

1641, April 18.—Registration of BOND by William Lamb, portioner of Yeildoun, to Katherine Bannentine, widow of James Lourie in Coldscheills, for 24 l. Scots as the price of a cow with her calf, bought by him from her, to be paid by Mart. 1640, otherwise she may come and take back the goods, and also subject to 10 merks of penalty, and the due interest. John Edgar is appointed to register. The bond is dated at Melrose, 15 Feb. 1640 ; witnesses, Robert Tod in Faughhill, Andrew Tunno, notary in Melrose, Andrew Tunno, younger, his son, writer hereof, and John Lourie there.

1641, May 3.—Registration of BOND by Nicol Cairncrose of Calphill to Rachel Knox, lawful daughter of the deceased Mr. John Knox, sometime minister at Melrose, for 400 merks of borrowed money, and eight merks of interest, for repayment of which James and William Cairncrose, his lawful sons, are cautioners, under 40 l. of penalty ; with clause of relief, and appointing John Edgar, officer in Melrose, to register. The bond is written by William Wallace, notary public in Melrose, and dated at Melrose, 3 July 1637 ; witnesses, Mr. Thomas Ker, portioner of Melrose, James Wallace, hostler there, Alexander Ealis in Melrose, and John Bower, elder, there. William Wallace and Andrew Tunno, notaries, sign for the granter.

1641, August 9.—Registration of BOND by Thomas Myles, indweller in Moxpople, to John Bell, weaver in Melrose, for 110 l. Scots 'and that for ane letter off assignatioun to be given to him in perfet forme and that



for ane tennement and onsteid of houses and yaird thereto adjacent maid to me be William Iard in Newtoun,' 100 merks thereof to be paid at Whit. 1641 and 43 l. 6 s. 8 d. to be paid on 7th July 1641, called St. Boswells day; with 8 l. of penalty for each term's default. John Edgar is empowered to register the deed. The bond is written by Andrew Tunno, notary, and dated at Melrose, 8 June 1641; witnesses, Walter Ealis, son of George Ealis in Danielstoun, and Thomas Loukup, wright in Melrose.

1641, August 21.—Registration of BOND by James Bryden, portioner of Ellasudden [*sic*], to Patrick Riddell in St. Boswells for 55 merks of borrowed money, with 10 merks of penalty. John Edgar is empowered to register. The bond is dated at Ellasudden, 31 May 1636; witnesses, Thomas Kyle called Young Thomas in Ellasudden, Andrew Tunno, notary in Melrose [writer hereof], and Andrew Tunno his son.

1641, September 11.—Registration of BOND by George Turner in Langschawmylve<sup>1</sup> to Nicol Cairncrose, lawful son of Nicol Cairncrose of Hillslope, for 43 l. 12 s. Scots as the price of good and sufficient oats receivein from him, with 10 merks of penalty. The cautioner's name is blank; Thomas Alen, in Jedburgh, is appointed to register. The bond, written by Mr. John Angus, notary in Selkirk, is dated at Selkirk and 22nd and

May 1640; the only witnesses given are David Peter, commissary depute of Peebles, and one who signs 'Ro<sup>t</sup> Oglvie.'

1641, September 11.—Registration of BOND by George Turner in Langschaw to Robert Freir, portioner of Gattounsaid, for 65 l. Scots of borrowed money, to be repaid at Hallowmas 1639, with 8 merks of penalty. Thomas Aiken [? Ailen] in Jedburgh is appointed procurator for registration. The bond, written by John

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<sup>1</sup> This is a not infrequent spelling of *mylne* in some of these registers.

Tunno, son of Andrew Tunno, notary in Melrose, is dated at Melrose, 28 April 1639; witnesses, Andrew Sclater, portioner in Newsteid, John Williamson, beadle in Melrose, and the said John Tunno.

1641, September 29.—Registration of BOND by William Lambe, portioner of Eildoune, to Andrew Tunno, lawful son of Andrew Tunno, notary in Melrose, for 17 l. Scots of borrowed money [penalty 4 l.]. John Tunno is appointed to register. The bond, written by Andrew Tunno, notary, is dated at Melrose, 20 Nov. 1639; witnesses, John Lourie in Melrose, Andrew Merser, servitor to the said Andrew Tunno, notary, and Robert Mein, son of Andrew Meane, cordiner there.

1641, November 2.—Registration of BOND by Nicol Cairncrose, son of Nicol Cairncrose of Calfhill, and George Freir, indweller in Gallascheils, who have bought from the said Nicol Cairncrose of Calfhill ‘ane hagge of wood callit the rest of the wood within the bounds of Calfhill,’ to pay 1300 merks as the price thereof, half at midsummer 1641 and half at Michaelmas thereafter; the said Nicol obliging himself not to trouble his son or George Freir ‘for cutting of the samyn the space of tua yeiris efter the dait heiroy in caice the samyn canot be goten sauld nor disponit be them.’ Peter Darling and Andrew Darling, portioner of Appelltrileives, are cautioners for the price, and 100 merks of penalty in case of default. James Scot, notary, writes the bond, which is dated at Galashiels, 29th April 1641; witnesses, James Cairncrose, apparent of Calfhill, and William Freir, son of George Freir in Galashiels.

1641, November 14.—Registration of BOND by Thomas Gastoune in Lessudden to James Gastoun in Ellasudden for 73 l. 10 s. of borrowed money, repayable at Mart. 1635; penalty, 10 merks. Thomas Ailen in Jedburgh is authorised to register the bond, which is written by John Hunter, notary in Melrose, and dated at Melrose, 20th December 1634; witnesses, Andrew Cooke in Melrose, and John Barrie there.

1642, January 20.—Registration of RENTAL, as follows :  
—‘ Be it kend till all men be thir present letters, us, Andro Darling callit Eister Andro, and Andro Darling callit Waster Andro, portioners of Appelltrileives, and Peter Darling, son to the said Andro Darling callit Waster Andro, forsamickle as there being actiones and questions standing debaitabill betuixt us on the ane part and Andro Smith in Langhauch on the uther part anent the entring of the said Andro Smith in that part and portion of the lands of Appelltrileives presentlie possess be him efter we had been entered in the samyn be ane noble and potent earle, Thomas, Earle of Melrose, our imediat lawfull superior of the samyn, and anent the conditiones to be maid aither of us to uthers thairanent, now we haveing submited the said matters to the desision of Mr. Alexander Hooime of St. Leonards, William Huntar of Williamlaw, and Hew Scott, sone to Walter Scott of Harden, judges chosen be us the saids Andro Darling callit Easter Androw and Andro Darling callit Waster Andro and Peter Darling, son to the said Andro Darling callit Wester Andro, and to John Pringle of Buckholme and John Hoom of Houletssconce and Michael Fischer, portioner of Darnick, as judges chosen for the part of the said Andro Smith, and to Mr. John Knox, minister at Melrose, as odds man and overs man comonlie chosen be us the saids parties, conforme to ane submission past betuixt us therupon of the dait the 10th day off July 1622 yeirs, the said Mr. John Knox, oddsman forsaid, be his decreit arbitrall and finall sentence given and pronuncit be him upon the 9th day of September the said yeire, 1622, efter that the saids judges had divers meittings of the said matter and could not agree therupon, decerned and ordained us the said Andro Darling callit Eister Andro and Andro Darling callit Wester Andro and Peter Darling, son to the said Wester Andro, to make, subscribe, and deliver to the said Andro Smith ane sufficient rentall receiveing him and his aires kindlie tennents to somickel of the lands off Appelltrileives and Langhauch houses, yairds, and orchyairds with pasturages and meadows

bellonging therto as he presentlie possesses, and to enter the said Andro and his aires kindlie tennents therintill efter his decease, they payand to us the double of the yeirlie dutie underwrittin the first yeire of the rentall, and under the provisiones efter mentionat, as the said decreit arbitrall and submission forsaid quherupon the samyn proceedet registrat in the balieff court bookes of Melrose upon the 21 day of October 1622 yeirs att maire length is contained : For obedience of the quhilk decreit and also for the soume of                      presentlie payit to [us] be the said Andro Smith in name of entrie, quherof wee grant the ressait be thir presents and discharges him his aires and executours therof, Witt ye us to have entered, rentalled, and received, lykas wee be the tenor heirop enters rentalls and receives the said Andro Smith kindlie tennant to us in sua mickle of the lands of Appeltrilives and Langhauch with the houses yairds orchyairds and meadows bellonging therto and that for all the dayes space yeirs and termes of the said Andro Smith his liff time nixt following his entrie therto quhilk wase at Quhitsonday last bypast 1623 yeirs, and fra thenc furth to indure and to be peacablie bruiked labored and manured be the said Andro Smith dureing the forsaid space frielie quietlie weell and in peace bot any revocatione obstacle or againe calling quhatsomever, payand therfor yeirlie the said Andro Smith his aires and executors during the space forsaid the yeirlie duties efterspecifeit, ilk ane of us for our own parts as is efter devided, viz. to me the said Andro Darling callit Eister Andro ane bolle beire and tuo dayes schearing in harvest, on dayes work of a man and horse in aitseen tyme and another in bearsen tyme, and to us the said Andro Darling callit Wester Andro and Peter Darling his sone aucht schilling money, tuo dayes schearing in harvest, and a dayes work of a horse and a man in aitseed tyme and another in bearseed tyme ; and farther wee bind and obleiss us to enter the said Andro Smith his aires efter his decease kindlie tennants to us in sua mickle of the said lands of Appeltrilives and Langhauch as is presentlie possest be him, his saids aires



payand to us the double of the yeirlic dutie for the first yeir of their entrie therto, provyding that it sall not be leasum to the said tenments to sell annalie nor put away fra them nor their aires the said rowme presentlie possest be the said Andro Smith or any part therof without the speciall advice and consent of us their said masters socht and obtained therto, utherwayes their richts to fall, nevertheles it sall be leasum to the saids tennents to sett in tack and assedatioun the said rowme or any part therof everie ane of them to ane uther without break of the forsaid provisione : And for the maire securitie, etc. and constituts John Edgar our irrevocabill procuratours, etc. In witnes quherof, writtin be William Wallace, servitor to John Ker, wryter to his Majesties signet, wee have subscriyvit thir presents with our hands the 7th day of Agust 1623 yeires, beffor thir witnesses, James Pringle, feir of Buckholme, John Pringle his eldest lafull sone, Thomas Lithgow, portioner of Reidpeth, Alexander Wilkisone, and Mr. Robert Broune, schoolmaster att Melrose, connottorii [*sic*] therwith to the premisses.' [Signatures].

1642, March 5.—Registration of BOND by John Hounam in Bridgend to George Paterson, wright in Galashiels, for 40 l. Scots of borrowed money, repayable at Michaelmas 1641 ; penalty, 10 merks, John Edgar, in Melrose, is to register. The bond is written by William Wallace, notary in Melrose, and dated at Melrose, 8 Nov. 1640 ; witnesses, George and William Wallace, sons of James Wallace in Melrose.

1642, March 19.—Registration of BOND by John Hounam in Bridgend of Melrose to William Halden in Lindeen for 21 l. 10 s. Scots, repayable by 24th June next ; penalty, 5 merks ; same procurator. The bond is written by Mr. William Watstone, notary in Selkirk, and dated at Selkirk, 1 Nov. 1638 ; witnesses, Andrew Muray, burgess of Selkirk, William Scott, officer there, and Richard Watson, natural son of dec. Peter Watson, merchant burgess of Selkirk.



1642, March 30.—Registration of HORNING raised at the instance of James Bowstoun in Gattonsyde against William Ormestoun, second lawful son of William Ormestoune, portioner of Westhouse, who by his Bond dated 26th Nov. 1633 obliged himself to warrant and relieve the complainer of the payment of 1000 merks and the interest thereof, for which the complainer was cautioner for the said William Ormestoune, elder, to James Home in Hairieheuche, by paying the same to the complainer at the first term after the death of Robert Ormestoune, his goodsir, liferenter, or failing thereof to infest the complainer in that part of lands called the Chalmeryaird and shot of land called the shot above the Gaitt, with the half of the duties and profits of the mill of Westhouses and half of the ferry coble and fishings of the water of Tweid, all then possessed by the said now deceased Robert Ormiston, lying within the town lands and territory of Westhouses and Galtonsyde, the complainer meanwhile retaining possession of a piece of ground held by him in security for part of the annualrent, and receiving a boll of victual, Melrose measure, yearly, until the principal was paid or the complainer infest in the lands; also 100 merks of penalty; and William Ormeston, elder, promised the complainer two bolls oats towards payment of the annualrent, beginning at Yule 1633. None of these promises are performed. The letters are directed to William Wallace and John Penman, and dated at Edinburgh, 24 Nov. 1641.—On 30th Nov. 1641 William Wallace, messenger, charged William Ormeston, younger, as above, personally apprehended [with William Ormeston, elder]; witnesses to William Ormiston, elder, Thomas Ormestone his brother, and William Wallace, son of James Wallace, hostler in Melrose; to William Ormiston, younger, Hew Bell in Eisterlangley, and said William Wallace.—Also on 23 March 1642, at market cross of Melrose; witnesses, John Edgar, officer in Melrose, Andrew Cuik there, and John Wallace, younger, smith there.—On 29th March 1642 John Penman, messenger, denounced the said William Ormiston, elder and younger,

at the market cross of Jedburgh; witnesses, Robert Rutherford, notary, and James M'Ubric, merchant, burgesses of Jedburgh.

1642, April 9.—Registration of BOND by Robert Gray in Haukburne to Jean Dalbie in Farnihirstmore for 100 merks, repayable to her, whom failing by decease, to David Stoddert her lawful brother, by Whit. 1638, and if still due at her death the granter is to pay the annual-rent therof to Jean Gray, her mother; penalty 10 merks. Thomas Ailen, in Jedburgh, is to register. The bond is written by James Scott, notary, and dated at Stow, 25 May 1637; witnesses, John Houatson in Wadistone, James Houatsone in Cribilaw, and the said James Scott.

1642, May 8.—Registration of BOND by Bessie Rumannis in Blainslie to John Wood, burgess in Lauder, for 54 l. Scots, for repayment of which by 11th Nov. 1639 John Rumannis, burgess in Lauder, becomes cautioner; penalty, 10 l. John Edgar in Melrose is authorised to register the bond, which is written by Andrew Adamiston [*sic*], notary in Lauder, and dated at Lauder, 2 Feb. 1639; witnesses, George Wood, burgess in Lauder, James Admistoune, son of the said Andrew, and Patrick Wood, servitor to Lord Lautherdaile.

1642, May 27.—Registration of BOND by William Wright, elder, smith in Gattonsid, to Agnes Blackie, eldest lawful daughter of George Blakie in Housbire, for 140 l. Scots, repayable by Whit. 1637; penalty 20 l. Same procurator. The bond is written by Thomas Ailen, notary, and dated at Melrose, 24 Jan. 1637; witnesses, Andrew Cook, portioner of Melrose, George Freir, portioner there, Thomas Freir his son, and Andrew Tunno, son of Andrew Tunno, notary in Melrose. Thomas Alan and Andrew Tunno, notaries, sign for the granter.

1642, June 4.—Registration of BOND by Thomas Wright in Housbire, and Janet Govan his spouse, to

Agnes and John Blackie, lawful children of dec. George Blackie in Housbire by the said Janet Govan, then his spouse, for 450 merks in satisfaction to them of their portion and interest by their said father's death, equally between them, payable at the first term after either of them attains the age of ten years; penalty, 50 l. Thomas Alen is to register. The bond, written by William Wallace, notary in Melrose, is dated at Melrose, 21 Feb. 1629; witnesses, James Pringle, fiar of Buckholme, Michael Fischer, portioner of Darnick, James Ker, portioner of Melrose, and Andrew Tunno, student there. William Wallace and John Hunter, notaries, sign for the said Janet Govan.

1642, June 7.—Registration of BOND by Walter Coat, portioner of Ellasudden, to Robert Cougran [*or* Corgraw], portioner of Yaire, for 250 merks, and 25 merks of interest, repayable to the said 'Robert Congra' at Whit. 1637; penalty, 20 merks, John Edgar in Melrose, procurator. The bond is written by Archibald Rutherford, notary in Bouden, and dated at Bouden, 20 May 1636; witnesses, John Suanstoune in Bouden, and the said Archibald.

1642, June 13.—Registration of BOND by Gavin Cesfuird, portioner of Westhouses, and James Cesfuird his eldest lawful son, to John Mean, indweller in Byres at Cowdenknows, for 61 l. Scots of borrowed money; penalty 10 l. Same procurator. Andrew Tunno, notary in Melrose, writes the deed, which is dated at Melrose, 2 March 1641; witnesses, William Wright, Easter, smith in Gatounsaid, Alexander Halliburton, apparent of Mertoun, and John Mein, son of Alexander Mein, mason in Newsteid.

1642, August 6.—Registration of BOND by William Darling in Blainslie to William Hall, tutor to Isobel, Catherine and Marion Hall, lawful children of dec. Adam Hall, portioner of Newhouses, for 30 l. Scots, to be paid to the said tutor with consent of John Moffit in Threepwod his cautioner, and to be employed for behoof of the said

pupils ; penalty 5 merks, Same procurator. The bond, written by Alexander Willkison, writer in Lauder, is dated at Lauder, 22 April 1638 ; witnesses, John Hall in Threepwod, and William Hall, burges of Lauder.

1642, August 6.—Registration of BOND by James Bryden, portioner of Ellasudden, to Robert Wood, elder, in Maxtoun, for 56 l. Scots, to be repaid at St. Boswells day next ; penalty 5 merks. Same procurator. The bond is written by Walter Grahamslaw, reader at the parish kirk of Ellasuden, and dated at Ellasudden, 3 Feb. 1641 ; witnesses, George Grahamslaw, reader at Mertoun, and the said Walter Grahamslaw.

1642, August 6.—Registration of BOND by Robert Cockburn in Laudhopmoor, to Elspeth Wood, widow of George Murray, burges of Lauder, for 100 merks, repayable on 11th Nov. 1640 ; penalty 10 l. Same procurator. The bond, written by Andrew Admistoun, notary in Lauder, is dated [at Lauder] 5 Dec. 1639 ; witnesses Christopher Alen, younger, in Lauder, James Admistoun there, and John Wood, merchant burges there.

1642, August 6.—Registration of BOND by George Hall, portioner of Newtoun, to William Cairncrose, son of Nicol Cairncrose of Calfhill, for 80 l. Scots, to be repaid at St. Birnimise Day, 11th June 1639 ; penalty 7 l. Same procurator. The bond is dated at Melrose, 19 Jan. 1639 ; witnesses, John Edgar, portioner of Melrose, Andrew Darling, portioner of Appelltrelievs, and John Tunno, writer of the deed.

1642, August 15.—Registration of BOND by George Bell, indweller in Bimersyd, to John Sheill, portioner of Ersilton, for 300 merks, for repayment whereof Thomas Bell of Eister Langlie, Hew and William Bell his sons, the granter's brothers' german, are cautioners ; penalty 30 l. ; clause of relief. Thomas Alen, notary, is empowered to register the deed. The bond, written by



William Wallace, notary in Melrose, is dated at Westhouses and Selkirk, 10 and 12 Nov. 1640 ; witnesses [to subscriptions of Thomas and Hew Bell], William Ormstoun, son of William Ormstoun, younger in Westhouses, and said William Wallace [to William Bell's subscription] ; Robert Ogilvie, messenger in Jedburgh, and Patrick Keine, burghess of Selkirk.

1642, August 29.—Registration of BOND by James Vair, portioner and wright in Darnick, to Robert Curwa [Curvae *in margin* and Cura later in the deed] in Lessuden for 50 merks, repayable at Whit. 1640 if the said James receives 100 merks from William Hetoune for redemption of a house and yard in Dernick, otherwise repayable at Mart. 1640 ; penalty 10 merks. John Edgar, officer in Melrose, is appointed to register. The bond is written by Andrew Tunno, notary, and dated at Melrose, 26 Jan. 1640 ; witnesses, James Symson, portioner of Darnick, John Walker, writer in Melrose, Andrew Messer, servitor to said Andrew Tunno, and Andrew Tunno, younger, there.

1642, October 15.—Registration of BOND by William Kenadie, portioner of Darnick, and Christian Darling her spouse, to Andrew Sclaiter in Galashiels for 33 l. Scots, payable at Mart. 1641 ; penalty 6 merks. Same procurator. The bond, written as above, is dated at Melrose, 8 May 1641 ; witnesses, John Wilson, walker in Galashiels, Richard Sclaitter, portioner in Eildoun.

1642, October 15.—Registration of BOND by James Moffit, portioner of Threipwod, to Alexander Wilkiesone, bailie of Lauder, for 100 merks, for repayment of which Archibald Moffit, portioner of Threipwod, is cautioner ; penalty 10 l. Same procurator. The bond, written by Alexander Wilkiesone, notary in Lauder, is dated at Lauder, 18 Feb. 1642 ; witnesses, John Moffit, portioner of Threipwod, James Ralmainhouse, burghess of Lauder [who signs 'James Romanis '].



1642, October 25.—Registration of **BOND** by John Hall, portioner of Threipwod, to Thomas Wilkison, second son of Alexander Wilkison, younger, bruggess of Lauder, for 33 l. Scots, payable to the said Thomas, also burges of Lauder, by 11 Nov. 1641 ; penalty 10 merks. Same procurator. The bond is written by Francis Wilkieson, burges of Lauder, and dated at Lauder, 25 March 1641 ; witnesses, James Romanis, burges of Lauder, and the said ' Francie ' [Wilkinson].

1642, November 14.—Registration of **ASSIGNATION** by James Cesfuird, son and heir of dec. Gavin Cesfuird in Westhouses, who with his brother John is going to Ireland as a soldier, to Isobel Cesfuird their sister of the heritable right and redemption of his four acres of land lying runrig through the town and lands of Galtonsyde, teindsheaves included, with the onstead and whole tenements of houses and lands thereto adjacent lying in the town of Westhouses, to be redeemed from Francis Scot of Castlesyd or Andrew Pringle called of Blindlie, the granter's cautioner to him, for 180 l. Scots ; also the reversion of that easter onstead of houses ' haich and laich ' with yard adjacent, wadset to George Merton in Galtonsyd for 45 l. 13 s. 4 d. as the balance of a greater sum contained in a bond by the granter and his deceased father to him ; also the reversion from John Scot, weaver in Westhouses, of half an acre of land, teindsheaves included, lying in the said ' towne and lands of Galtonsyd and Westhouses ' for 40 merks, contained in a bond by the granter to the said John Scot ; also the reversion of ' ane rude of pendickle land ' lying in the Stockhill meadow, teindsheaves included, in the foresaid town and lands, contained in his father's bond to said John Scot of Westhouses, for 40 merks. If they or either of them return safely to this country, it shall be lawful to them to redeem the subjects from her by payment of what she has expended and 54 s. Scots in addition. Penalty 20 l. Scots. Thomas Alane, notary, is to register the deed, which is dated at Melrose, 15 July 1642 ; witnesses, Adam Darling in Westhouses,

Robert Mein in Melros, and John Tunno, writer hereof, Andrew Tunno, notary, signs for James and Isobel Cesford.

1642, November 15.—Registration of BOND by Helen Cockburne in Colmeslie to Thomas Wilkiesone, second son of Alexander Wilkiesone, bailie of Lauder, for 40 merks as the price of certain bear now bought and received by her from his said father; penalty, 10 merks. John Edgar, officer in Melrose, is to register the deed. The bond, written by Francis Wilkieson, writer in Lauder, is dated at Lauder, 1st May 1641; witnesses, William Lauder in Park, bailie of Lauder, and James Romanis, burgess there.

1642, December 17.—Registration of BOND by Thomas Mylds, indweller in Maxpopple, to James Wallace, smith in Bowdon, for 100 merks, repayable at Whit. 1642; penalty 10 l. Same procurator. Andrew Tunno, notary in Melrose, writes the bond, which is dated at Melrose, 15 June 1641; witnesses, Walter Maben in Westhouses, Richard Bower, Easter, in Eildon, Thomas Bowar, 'stinger' there, John Maben in Melrose.

1643, January 7.—Registration of INDENTURES made at Melrose, 7 February 1638, between Thomas Law, weaver and 'challender' in Melrose, on the one part, and James Nicoll, portioner there, and John, his youngest son, on the other part, whereby the said John becomes apprentice and servant to the said Thomas Law in his trade of weaving and challender craft for five years from his entry at Mart. 1637, and promises to serve his master 'faithfullie and honestlie both holie dayes and weik dayes during the said space of his prentiship and shall in no manner of way absent himself fra his masters service be night or be day during the said space without leive askit and givin be the said Thomas his master,' wherein if he transgress he shall serve two days at the end of his apprenticeship for each day of unauthorised absence during his apprenticeship; also he is to 'abyd and remain with

the said Thomas Law his master as ane faithfull and obedient servant during the space of ane haille yeir efter the compleitling of his prentiship, and that for meat and fie as the said Thomas and he can aggrie, conforme to the ordor of the challender craft'; and he shall not conceal anything whereby his master might be prejudged or his business endangered. His father binds himself for his said son's faithful service, and the latter to relieve his father. For his part Thomas Law undertakes to instruct the said John Nicoll in all parts of the trade of weaving and challender craft according to his own knowledge and the lad's capacity, and shall conceal no part thereof from him; and he is to maintain him 'in meatt, drink, bed and board and clothes washing' during his apprenticeship, and during four years thereof provide him with 'ane new per of shone with ane straikeing serk.' James Nicoll is to pay 40 l. and 2 firloths of pease 'of the old measure,' to the said Thomas Law as follows, viz., 10 merks and a firloth of pease presently in hand, and discharged by these presents, and for the remaining 50 merks Nicoll assigns to Law 'all and haille that his distinct hous high and leugh with the haille parts and pertinents presentlie occupyet be the said Thomas Law, elder, and lyand just forment the high croce of Melros contiguous with the said James Nicoll his tennement of houses in the west, John Brune his hous on the north, and John Bower on the east partes therof,' to be set and disposed upon by the said Thomas for the said five years from Mart. 1637 'be payment [*sic*] of the forsaid sowme of 50 merks moire forsaid haille and together in ane sowme to the said Thomas,' and Nicoll undertakes to uphold and maintain the said house water and wind tight and rent free; 'and sicklyke licentiats the said John of ten dayes in harvest to his awin use.' John Edgar is appointed to register the deed, which is attested by Thomas Law, elder, in Melrose, Andrew Tunno, notary there, and Andrew Tunno, younger, writer thereof.

1643, June 6.—Registration of DISCHARGE by George

Wode, eldest son of John Wode, merchant burgess of Lauder, to Andrew *alias* Dand Gray of Wester Langlie for 702 merks and annualrents thereof, contained in a bond by him as principal, and William Cairncroce, second son of Nicol Cairncrose of Hilslop, and dec. Andrew Hadden in Mossilie, his cautioners, to the discharger dated 10 August 1637, registered in the books of Council and Session, 24 July 1638, also for 50 merks of penalty for two terms' default. Thomas Alane, notary, is authorised to present the deed for registration. The discharge, written by William Wallace, notary in Melrose, is dated at Lauder, 3 May 1643; witnesses, Alexander Wilkiesone, younger, and William Turneor and James Romanis, burgesses of Lauder.

1643, June 17.—Registration of BOND by Andrew Merser, eldest son of dec. John Mercer, portioner of Newsteid, to James and George Merser, his brothers, equally between them, for 80 l. payable at the first term after the decease of Rachel Askine, their mother; penalty 10 l. If either of them die before her, the granter is to be free of that brother's part. Same procurator. The bond is written by James Eillies, son of Alexander Eillies in Melrose, and dated at Melrose, 15 August 1636; witnesses, Thomas Lythgow, portioner of Ridpeth, Andrew Cuick, portioner of Melrose, and the said James Eillies.

1643, June 24.—Registration of BOND by Thomas Law, younger, weaver in Melrose, to Mr. David Fletcher, minister at Melrose, and the kirk session there, for 100 merks, for repayment of which loan John Bower, portioner of Eildon, and present indweller in Cadinlie, is cautioner; payment being made either to the minister and elders or to Andrew Tuno, 'keeper of thair kirk guids', at Whit. 1643, with a year's interest; penalty 10 l. John Edgar, officer in Melrose, is appointed to procure registration. The bond is written by John Tuno, notary in Melrose, and dated at Melrose, 24 Feb. 1643; witnesses, William Fischer, son of John Fischer of Housbyre, and Richard



Sclaitter, servitor to the said Thomas Law, and Charles Clerk, servitor to Andrew Tunno, notary in Melrose.

1643, July 3.—Registration of INHIBITION at the instance of William Cairneroce in Hilslop, son of Nicol Cairnerose in Calffhill, narrating that the deceased Andrew Darling, portioner of Appiltrieleives, by Bond dated 11 April 1630, promised to pay to the complainer 62 l. 8 s. before St. Lukesmas thereafter, under a penalty of 10 merks, and also the said dec. Andrew Darling 'callit Mid Andro' granted another Bond on 13 Nov. 1638 to him for 500 merks before Mart. thereafter, under a penalty of 50 l., and obliged himself in security thereof to enter the complainer to possession of his 'ploume yaird in Langhauch' and to the following yearly duties owing to the said defunct, viz. half a boll of bear, Melrose measure, due by George Frater in Langhauch for the ferm of some lands there possessed by him; and two bolls of bear, same measure, due by John Frater there, for some lands there; and to possess him also in his lands, houses and yards then possessed by John Bell. Also on 8 Jan. 1640 the defunct granted another Bond to the complainer for 300 merks, payable at Whit. thereafter, under a penalty of 20 l. The complainer caused register the bonds, and raised action against Marion and Christian Darling, two of the daughters of the said Andrew, and James Mertoune, eldest lawful son of dec. Bessie Darling, the third of the daughters, as heirs to the said Andrew, and Lancelot Rutlitch in Appiltrieleivis, husband of the said Marion, and William Kennedie in Dernick, husband of the said Christian, and the tutors and curators (if any) of the said James Mertoune, for registration of the bonds and execution for the debts. Lest they frustrate him of payment, they are hereby inhibited to sell or dispose of any part of their estate or goods. The letters are dated at Edinburgh, 13 June 1643. (*Signed*) 'Ro. Pringill; writtin be James Allane my servitor.'—24 June 1643, William Wallace, messenger, served the letters upon the foresaid Marion and Christian and their husbands and James



Merton, elder, as administrator to the said James Merton, younger, his eldest son ; witnesses, John Wallace, smith in Melrose, Thomas Erskine, son of John Erskine in Scheilfeild, John Edgar, officer in Melrose, John Heislope in Quhitlawhous, James Elleis in Melrose, and James Pringle, son of Robert Pringle of Blindley.—Also on 28 June 1643 the said messenger made intimation of the letters at the market cross of Melrose, in presence of John and William Bower there, and John Wallace, smith there.—1 July 1643, John Penman, messenger, intimated the same at the market cross of Jedburgh ; witnesses, Andrew Rutherford, son of William Rutherford, notary, and James Forrest, baker, burgess, of Jedburgh.

1643, September 10.—Registration of INHIBITION at the instance of William Chisholme, son and heir to dec. William Chisholme of Darnick, narrating his action against Marion Darling, daughter and heir of dec. Andrew Darling called Mid Andro, portioner of Apletrieleifis, and Lancelot Routlage in Apletrieleifis, now her spouse, for registration in the books of Council and Session of a Contract of Marriage dated 27 July 1625 between the complainer's father and Christian Darling, another daughter of said Andrew, whereby her father promised 650 merks of tocher, half payable at Whit. 1627 and half at Whit. 1628, with 50 merks of termly penalty, and in warrandice promised to infeft the complainer's father in his third part of the lands of Apletrieleifis ; and the said Marion and her husband knowing that the complainer will prevail intend to dispose of the estate to his prejudice. The letters, directed to Francis Murray, messenger, are dated 31 Aug. 1643.—9 Sep. 1643, the said messenger served the letters upon the said Marion and Lancelot, personally apprehended ; witnesses, James Scott, indweller in Galashiels, and John Bell in Langhaugh. Also same day at market cross of Jedburgh ; witnesses, John Scott, maltman burgess there, and James Wauch, flesher burgess there. Also same day at market cross of Melrose ; witnesses, Andrew Tunno, notary in Melrose, and Thomas Bowie, miller there.

1643, October 10.—Registration of BOND by James Merton, portioner of Westhouses, to Thomas Bowston called of Kelso, maltman in Galtonside, and Thomas Bowston, called of Eistcott there, for 111 l. 10 s. repayable to the said Thomas Bowstone ‘elder and younger’ equally between them before Michaelmas 1643; penalty 10 l. and in further security he promises ‘to teill muck saw and harrow upon my awin charges the just and equall ane halff of my 12 aikers of land lyand runrig throwch the lands of Galtonsyde and Westhouses als sone and tymeouslie as uthers nighboures in these townes does with sick sort of cornes as the ground falls to be, lykeas I bind and obleis me and my forsaidis to sheir win and away leid these sex aikers of landis corne and fodder to ane barne yaird they pleis, with full power to them equallie betuixt them as said is to intromett with the saids cornes and fodder and increase therof imediatlie efter the said feist of Michaelmes nixtocum ay and quhill the pryces of the said victuall increise and fodder therof compleitlie pay the said principall soume and expenses to be wairret out and bestowit upon the threshing and dighting therof,’ they accounting for any surplus to him, Thomas Allane, notary, is appointed to register the deed. The bond, written by William Wallace, notary, is dated at Melrose, 17 Nov. 1642; witnesses, Mark Ker in Roxburgh, Thomas Lythgow, portioner of Melrose, Alexander Eillies, maltman there, and James Mar in Galtonside.

1643, November 3.—Registration of BOND by Alexander Eillies in Galashiels to Richard and Thomas Frater and their partners for 52 l. as the price of some timber bought from them, James Leithane in Galtonsyd being cautioner for the price; penalty 10 merks. Thomas Alane is procurator. The bond is written by George Davidstone, notary, and dated at Galashiels, 19 Feb. 1643; witnesses, John Cruix in Galashiels and Andrew Frater there.

1644, June 17.—Registration of TACK, dated at Langshaw, 10 April 1643, whereby William Cairnecroce of Old

Melrose, tacksman of the half lands of Langshaw, sets a subtack to Thomas Turneir in Ladupmure of the half of his lands in Langshaw now possessed by him, with the houses sometime possessed by the deceased Robert Turneor, and the barn presently possessed by John Watstone, and that from Whit., 1633 [*sic*], to Whit., 1634 [*sic*], for 225 merks of rent payable at Mart., 1643 [*sic*], 'and to pay kain foulls and uther service as the rest of Langshaw'; penalty 40 l. Same procurator. The deed, written by Alexander Forrest, servitor to Sir [Alexander Levinston (*deleted*) ?] Walter Murray of Leviston, knight, is attested by James and Thomas Turneor in Langshaw, Alexander Thomsone there, and James Davidstone in Moshouses. The notaries, Alexander Forrest and James Eliot, sign for the granter and one of the witnesses.

1644, August 12.—Registration of Bond by Peter and Andrew Darling, portioners of Apeltrieleives, to Bessie Turneor, sister of dec. James Turneor in Langshaw, for 40 l. repayable at Whit. 1644; penalty 4 l. Same procurator. The bond is written by William Wallace, notary in Melrose, and dated at Melrose, 17 Feb. 1644; witnesses, Andrew *alias* Dand Greinfeild, in Merton, William Edgar, portioner of Melrose, and said William Wallace.

1644, August 24.—Registration of BOND by William Ker in Newtoun and Thomas Steinhous there to James Wilkie, merchant burgess of Selkirk, for 32 l. as the 'aggreit pryce of 3 muskits with their pertinents coft and receivit be us fra him in name of the Newtoun'; to be paid before Lammas day, 1 Aug. next; penalty 4 l. Same procurator, who also writes the deed, dated at Melrose, 16 Jan. 1644; witnesses, Hew Scott of Gala-shiels, and William Wallace, notary.

1644, August 26.—Registration of BOND by Bernie Merser in Brigend and John Howname there to James Wilkie, merchant in Selkirk, for 21 l. 6 s. 8 d. as the price of two muskets with their bandoliers 'coft be me [*sic*] from

him for the use of the toune of Brigend,' payable as above ; penalty 5 merks. Same procurator and writer. The bond is dated at Melrose, 16 Jan. 1644 ; witnesses, Hew Scot of Galashiels, and James Cairncroce, son of James Cairncrose of Colmeslic. William Wallace, notary, signs for the said ' Bernard ' Merser and John Howname.

1644, August 26.—Registration of BOND by Alexander Haistie in Lessudden and John Gibsone there to the same for 85 l. 6 s. 8 d. as the price of eight muskets with bandoliers for the use of the town of Lessuden, payable as above ; penalty 8 l. Same procurator and writer. The bond is dated at Melrose, 17 Jan. 1644 ; witnesses, John Edgar, officer, and said Thomas Alane.

1644, August 26.—Registration of BOND by John Hall in Threipwod and Alexander Hoey there to the same for 10 l. 13 s. 4 d. for one musket with bandoliers for the town of Threipwod ; penalty 40 s. Melrose, 16 Jan. 1644 ; witnesses, Hew Scot of Galashiels, William Wallace, notary.

1644, August 27.—Registration of BOND by Andrew Mein, *alias* Lang Andro, in Newsteid, and Robert Mein, mason there, to same for 60 l. [or 64 l.] for six muskets with bandoliers for town of Newsteid ; penalty 10 merks. Melrose, 16 Jan. 1644 ; same witnesses,

1644, August 27.—Registration of BOND by James Mar in Galtonside and James Bowstone there to same for 63 l. 6 s. 8 d. for five muskets and three pykes ' for the use of the toune.' Same date and witnesses.

1644, August 27.—Registration of BOND by Richard Sclatter in Eildon and James Mein there to the same for 20 l. [21 l.] 6s. 8d. for two muskets with bandoliers for the town of Eildon ; penalty 4 l. Melrose, 16 Jan. 1644 ; witnesses, James Lythgow, portioner of Ridpeth, and said Thomas Allane.



1644, August 27.—Registration of BOND by William Hall in Blainslie and John Spotswood there to the same for 32 l. for three muskets with bandoliers; penalty 4 l. Melrose, 16 Jan. 1644; witnesses, Hew Scott of Galashiels, and Andrew Cairncroce, son of James Cairncroce of Colmslie.

1644, August 27.—Registration of BOND by John Edgar, officer in Melrose, to the same for 10 l. 13 s. 4 d. for one musket with bandoliers 'for the use of the toun'; penalty 40 s. Melrose, 16 Jan. 1644; witnesses, William Wallace, notary, and said Thomas Allane.

1644, September 16.—Registration of BOND by Thomas Eillies, wright in Dainzelton, to Andrew Mein, called of Ducatt, mason in Newsteid, for 12 l. 13 s. 4 d. payable at 'Rudday,' 14 Sep. 1644; penalty, 4 l. John Edgar, officer in Melrose, is procurator. William Wallace, notary, writes the bond, which is dated at Melrose, 18 Nov. 1643; witnesses, said John Edgar, and George Wallace, son of James Wallace in Melrose.

1644, October 28.—Registration of BOND by George Eillies in Dainzelton, and Walter Ellies his eldest son, to William Leitheid in Lilsie for 300 merks, payable at Mart. 1641; penalty 30 l. George Wallace is authorised to register the deed. The bond is written by William Wallace, notary in Melrose, and dated at Melrose, 22 June 1641; witnesses, James Wallace, hostler in Melrose, William Wallace his son, John Edgar, officer there, and said William Wallace.

1644, December 3.—Registration of BOND by Mr. Thomas Ker, portioner of Melrose, and Margaret Knox his spouse, to Andrew Tunno, notary in Melrose, and Janet Clerk his spouse, for 50 merks, for repaying which Mr. Andrew Ker, their eldest son, is cautioner; penalty 10 merks. John Edgar, officer in Melrose, is procurator. The bond, written by Andrew Tunno, younger, is dated



at Melrose, 20 Jan. 1640 ; witnesses, William Edgar, portioner of Melrose, George Bell, indweller in Bimmersyde, James Ker, son of said Mr. Thomas Ker, and said Andrew Tunno.

1645, January 27.—Registration of *Indentures*, dated at Melrose, 4 February 1642, between James Wallace, smith in Bowdon, on the one part, and James Hunter, portioner of Lessudden, and Robert his son, on the other part, whereby James Hunter undertakes that his son shall enter apprentice to James Wallace in his trade of smith craft, presently, and remain with him for three years, without deserting, under pain of serving two days for one ; and at the end shall abide another year for meat and fee conform to the order of the craft, ‘or utherwayes to serve for the soume of ten merks monie togither with twa par of schone, at the optione of the said Robert Hunter, or utherwayes to be frie’ ; and Wallace is to maintain him ‘honestlie according to his ranck in meatt drink and bedding.’ James Hunter is to pay Wallace 60 merks, as follows, viz. 20 merks at St. Boswells day 1642, 20 merks at Mart. 1642, and 20 merks at . . ., and during the said three years to keep his son in clothes. The penalty of default in either party is 10 merks. Same procurator. The deed is written by John Tunno in Melrose ; witnesses, Mr. John Knox, minister at Bowden, Andrew Rannoldsone there, the said John Tunno, and William Rannoldsone, portioner of Boudon.

1645, January 28.—Registration of BOND by William Laidlaw, portioner of Newton, to John Laidlaw his brother, portioner there, for 200 merks, half thereof repayable at Alhallowday 1638, and the other half at Mart. 1638 ; penalty, 10 l. Same procurator. The bond is written by Andrew Tunno, notary in Melrose, and dated at Melrose, 19 May 1638 ; witnesses, Robert Wod, portioner of Newtoun, Andrew Tunno, younger, in Melrose, and William Sclaitter in Colmeslie.

1645, March 27.—Registration of BOND by James

Heiton, portioner of Dernick, to James Eillies, lawful son of dec. Walter Eillies, portioner of Dainzeltoune, for 29 l. Scots; penalty 4 l., and in case of default he obliges himself to enter James Eillies to possession of his three butts of land, teindsheaves included, 'lyand at the lang yaird dyk on the west syde of Lintburiebridge within the territorie of Dernick' till lawfully redeemed in Melrose kirk on 60 days' notice for the said principal sum. He also obliges himself if need be to obtain the consent and subscription of Margaret Ridfuird his spouse and Robert Ridfuird his father-in-law to these presents. Same procurator. The bond, written by William Wallace, notary in Melrose, is dated at Melrose, 10 Jan. 1640; witnesses, Alexander Eillies, Maltman in Melrose, and said William Wallace.

1645, April 5 [or 15].—Registration of BOND by Charles Steinson in Craixfuird to George Currae [Curror *in margin*] of Houden for 28 l. Scots as the price of some sheep bought from him, payable at next St. Luke's day; penalty 10 merks. Same procurator. The bond is written by Mr. William Watstone, notary in Selkirk, and dated at Melrose, 13 July 1643; witnesses, Walter Watson in Ormistonbyres, and James Watson, son of dec. Peter Watson, merchant burghess of Selkirk.

1645, April 24.—Registration of BOND by Charles Steinsone in Craixfuird and Thomas Steinsone his son in Ladupmoore, to the right honourable James Pringle of Torwodlie for 100 l. Scots, repayable at Lammas 1644; penalty 20 l. Same procurator. The bond is written by James Scott, notary, and dated at Stow, 31 December 1643; witnesses, James Pringle in Stow, 'Antin Crag' there, and James Scot, younger. The notaries, James Scot and John Johnston, sign for the granters. Witnesses sign 'Michell Hendrie [*sic*], witnes, James Pringle, witnes, Antoine Craig, witnes, James Scot, witness.'

1645, June 23.—Registration of BOND by John Eeles,

portioner of Newtoun, and Margaret Anderson his spouse, to William Paton in Lessudden for 80 merks, payable by 25 May 1645; penalty 10 merks. Same procurator. The bond is written by William Wallace, notary, and dated at Melrose, 21 June 1643; witnesses, Thomas Lythgow, portioner of Ridpeth and Melrose, Andrew Tunno, notary in Melrose, and James Wallace.

1645, July 30.—Registration of BOND by John Kyll, portioner of Lessudden, to John Paton there for 54 l., of borrowed money; penalty 10 l., and in further security he sells to him seven bolls of charity bear owing to him by Walter Gibson in Lessudden as the ferm of half a husband land pertaining to him in heritage, due next Martinmas. Same procurator. The bond is written by John Buchhaine, notary, and dated at Beltismilne [*sic*], 27 January 1644; witnesses, George Dobsone, schoolmaster in Langnewtoun, and Thomas Buchhaine in Belschismilne.

1645, November 9 [or 19].—Registration of BOND by John Wilson in Ersiltoun to John Mein in Colthean-knowbyres for 33 l. 6 s. 8 d. Scots, repayable at Mart. 1644; penalty 4 l., and failing payment he is to renounce his title and claim to an acre of infield land 'lyand bewest the water of Lither within the toun and territorie of Ersiltoun.' Same procurator. The bond is written by Adam Brown, notary in Ersilton, and dated at Ersilton, 29 Feb. 1644; witnesses, 'Ja. Baxter, witnes; Tho. Baxter, witnes.'

1645, December 1.—Registration of PRECEPT OF POINDING by Thomas Earl of Haddington, and Thomas Lythgow, portioner of Ridpeth, his bailie of the regality, to Alexander Uscher, officer, to poind and distrain Thomas Steinsone, son of Charles S, in Craixfurd, for 46 l. 6 s. 8 d. of principal and 10 merks of penalty contained in his Bond, 6 Feb. 1640, to John Burne, portioner of Ersiltoun. The precept is dated at Melrose, 1 Dec. 1645.—1 Dec. 1645,

in presence of Thomas Lythgow, bailie depute of the regality of Melrose, compeared George Wallace, procurator for the said Thomas Steinson, and gave in the following Bond [above referred to] to be registered. [There is nothing more about the Precept.]

1645, December 1.—Registration of BOND by Thomas Steinson, son of Charles Steinson, in Craixfurd, to John Burne, portioner of Ersiltoun, for 46 l. 6s. 8 d. repayable at Whit., 1643; penalty 10 merks. George Wallace is appointed to register the same. The bond, written by Adam Biethaine, is dated at Ersiltoun, 6 Feb. 1643; witnesses, Michael Flaebarne, maltman in Ersiltoun, and Alexander [*sic*] in Sorreslesfeild [*sic*]. The witness signs ‘Alexr. Andersone.’

1645, December 13.—Registration of BOND by John Uscher and John Moss, portioners of Dernick, to Robert Currae, portioner of Lessudden, for 300 merks, repayable at Mart., 1644, with 30 l. of penalty. Same procurator, who also writes the deed, dated at Melrose, 16 Dec. 1643; witnesses, Thomas Law, younger, weaver in Melrose, John Edgar, officer there, Robert Mein, mason in Newsteid.

1645, December 17.—Registration of BOND by George Eillies, portioner of Dainzeltoun, and Walter Eillies, his eldest son, to Thomas Binzie, portioner of Newsteid, for 60 l. Scots, payable at Michaelmas, 1644; penalty 10 merks. John Edgar, officer in Melrose, procurator for registration. The bond is written by George Wallace, son of James Wallace in Melrose, and dated at Melrose, 18 Nov. 1643; witnesses, William Wallace, notary in Melrose, and John Edgar, officer there.

1645, December 30.—Registration of BOND by James Haistie, portioner of Eildon, to William Chisholme, son of William Chisholme portioner of Dernick, for 140 merks, over and above 420 merks justly owing ‘to me as air to my



umquhill father ' specified in two wadset tacks, one dated at Melrose, 17 Jan. 1632, and the other dated there, 18 Feb. 1633. He is to pay interest on 60 merks thereof, and payment of the remaining 80 merks is superseded till redemption by him from the said William Chisholm of the husband land and onstead of houses, with teinds included, lying in the town and lands of Eildone; and he hereby obliges himself to enter Chisholm to possession thereof, under a penalty of 20 l. Scots, excepting and reserving to the said James Hastie and Margaret Purves his spouse duty and rent free ' that litle hous befor the yet with the just thrid of the yaird lyand on the south syd that hes ever bein usit in tilling or delfing, and that to be mett and measured and march stones to be sett doune be John Bower, Wester, in Eildon, and Rychard Schlaitter there . . . and the said James his thrid part to be upon the syde of the yaird including that part quher the barne stude, and the said James to make ane sufficient passadge and entrie for himself to his awin thrid part ' and they mutually undertake ' to observe good nighbourheid . . . and avertt to me the said James my forsaid of ane midding steid at the west and south part of the dur of his duell ' [*sic*]. George Wallace in Melrose is to register the deed. The bond is dated at Melrose, 14 Feb. 1638; witnesses, Robert Wood, portioner of Westhouses, George Frier, tailor in Melrose, and Andrew Tunno, younger, writer of the deed.

1646, January 9.—Registration of BOND by John Hall, portioner of Blainslie, to William Cairnecroce of Old Melrose for 32 l. Scots, repayable at Lammas 1646; penalty 5 merks. John Edgar, officer in Melrose, is to register the deed. The bond, written by Andrew Tunno, notary in Melrose, is dated at Melrose, 25 Oct. 1645; witnesses, John Frater, younger, in Langhauch, John Bower, Easter, portioner of Eildon, John Rathie, servitor to said Andrew Tunno.

1646, February 16.—Registration of BOND by William



Kennedie, portioner of Dernick, and Christian Darling, his wife, to John Uscher in Dernick and John Moss there for 64 l. Scots, payable at Mart., 1644, equally to them, or else to pay 40 l. thereof to William Merse*r alias* Langcoitt in Dernick for redemption of two acres of land lying at the 'Grainge yet and Skraburne,' and 24 l. to Margaret Spotswode for redemption of two butts of land in the How meadow, and enter the said John Moss and John Uscher therein with the rest of the four acres of land wadset to dec. John Uscher there; penalty 10 merks. George Wallace is appointed to register. The bond is written by William Wallace, notary, and dated at Melrose, 16 Dec. 1643; witnesses, George Wallace, son of James Wallace, and John Tunno, notary in Melrose.

1646, March 3.—Registration of BOND by James Bowstone, portioner of Galtonsyd, to his brother Thomas Boustone there for 221 merks, as his bairn's part of goods bequeathed to him by his deceased father, and payable at Mart., 1643; penalty 20 merks; and in further security to possess him in two of his acres of land, teind sheaves included, in the said town, or otherwise five firlots of charity bear for the ferm and duty thereof. John Edgar, officer in Melrose, is procurator. The bond is dated at Melrose, 31st Dec. 1642; witnesses, James Mar, portioner of Galtonsyde, James Bowston, 'chepman' there, and Andrew Tunno, notary, writer of the deed.

1646, March 15.—Registration of RENTAL accepted by Andrew Darling called Mid Andro, and Andrew Darling called Easter Andro, portioners of Appletrieleives, from John Frater in Langhauch, in consequence of submission by them to Mr. Alexander Home of St. Leonards, William Hunter of Williamlaw, and Hew Scot, son of Walter Scot of Harden, for their part, and John Pringle of Bucholme. John Home of Howlastone, and Michael Fischear, portioner of Dernick, for his part, and to Mr. John Knox, minister at Melrose, as oddsman, dated 10 July 1622, and decreet arbitral by said Mr. John Knox, dated 9 Sept.

1622, ordaining them to receive Frater as kindly tenant to the parts of the lands of Aplettrieleives and Langhauch, houses, yards and orchards, pasturage and meadows, presently possessed by him, for yearly payment by him to said 'Mid Andro' of 2 bolls bear and five 'sheir darg' being 'ane in aitt sawing tyme and mucking tyme, in beir sawing tyme, in leiding corne in harvest, at everie one of the said tymes ane dayes work of a man and a horse, and ane horse and a man to carry my corne to the milne quhen I shall mister the samen,' and 16 s. Scots at Whit. yearly, and paying to 'Eister Andro' 2 bolls bear and the like five days' work [but not the money]. The other conditions are as in a former deed of the like nature [pp. 42 and 43, *supra*]. John Edgar, officer in Melrose, is procurator. The deed is written by William Wallace, servitor to John Ker, W.S., and dated at Melrose, 7 August 1623; witnesses, James Pringle, fiar of Bucholme, John Pringle, his eldest son, Thomas Lythgow, portioner of Melrose, Mr. Robert Broune and Alexander Wilkiesone, conotaries in Melrose. 'Peter Darling, witnes,' also appears.

1646, May 21.—Registration of BOND by John Maben, tailor in Melrose, to dec. John Mein, weaver in Newsteid, for 80 l. Scots, repayable to Agnes and Janet Mein, daughters of the said John, equally between them at Mart., 1645; penalty 8 l. Same procurator. The bond is written by Andrew Tunno, notary, and dated at Melrose, 30 Nov. 1644; witnesses, David Mein, 'challender' in Newsteid, Alexander Ridpeth, wright in Melrose, and said Andrew Tunno.

1646, June 10.—Registration of BOND by William Chisholme, portioner of Eildon, to George Houname in Dernick, for 40 l. Scots, payable at Whit. 1646; penalty 5 l. Same procurator. William Wallace, notary in Melrose, writes the bond, which is dated at Dernick, 16 Jan. 1646; witnesses, James Fischer, son of William Fischer, maltman in Dernick, and said William Wallace.

1646, December 26.—Registration of BOND by Andrew

Darling, portioner of Apletrieleives, to Thomas Taitt in Gaitupknow and Thomas Davidstone, his brother-in-law, for 23 l. Scots, payable at Midsummer, 24 July 1632, equally between said Thomas Taitt and Alexander [*sic*] Davidstone; penalty 5 merks. Same procurator. The bond, written by James Scot, notary public in Stow, is dated at Galashiels, 16 Nov. 1631; witnesses, Robert Freir, lawful son of William Frier in Galashiels, and William Hutchesone, son of Robert Hutchesone, merchant there.

1647, January 9.—Registration of BOND by James Leithane, portioner of Galtonsyde, to John Broune, servitor to George Halliwooll in Galtonsyde, for 17 l. 11 s. Scots; penalty 4 merks, and in case of default to enter him to possession of a rig of his lands in that part of 'the forsaid toune and lands' called the Gutter, teind-sheaves included, for successive periods of three years, paying to the superior 28 s. 2 d. yearly, until redemption. Same procurator. The bond, written by Andrew Tunno, notary in Melrose, is dated 9 Nov. 1644; witnesses, George Halliwooll and Jaines Frier, portioners of Galtonsyde, John Unes, maltman, and John Patoune in Lessudden.

1647, January 16.—Registration of BOND by Peter Darling, portioner of Apletrieleives, to Patrick Riddell in St. Boswells for 100 merks, for repayment of which James Moffat, portioner of Threipwod, is cautioner; penalty 40 merks. Same procurator. The bond, written as above, is dated at Melrose, 12 Feb. 1641; witnesses, James Eistoun, portioner of Lessudden, and the writer.

1647, January 29.—Registration of BOND by James Bowstone, portioner of Galtonsyd, called of the Wynd, to Margaret Trotter, widow of Andrew Halliwooll in Housbyre, for 60 l. Scots as the price of some bear bought from her and others in her name, payable by 18 Oct. 1640; penalty 10 merks. Same procurator. The bond is written by William Wallace, notary in Melrose, and

dated at Melrose, 2 Nov. 1639 ; witnesses, Robert Trotter in Housbyre, John Halliwooll, and said William Wallace.

1647, March 24.—Registration of BOND by George Bowstoune, weaver in Brigend, to Charles Clerk, now in Melrose, for 11 l. Scots as the balance of a greater sum ; penalty 4 merks. Andrew Tunno in Melrose is to register the deed, written by himself, and dated at Melrose, 29 Nov. 1645 ; witnesses, James Edgar and William Mein, students in Melrose.

1647, June 6.—Registration of HORNING at the instance of John Frater, younger, in Langhauch, son and heir to dec. George Frater there, in respect of decret obtained by him, 16 May 1646, against Andrew Smyth in Langhauch for 400 merks of principal and 10 merks of expenses of plea, and execution therof on 31 March last. The letters, directed to James Scot, William Wallace, and John Penman, messengers, are dated at Edinburgh, 4 May 1647.—20 May 1647, James [Scot], messenger, charged Andrew Smith, wright in Langhauch, personally apprehended ; witnesses, James Pringle of Whytbank, George Mitchell, servitor to said John Frater.—15 June 1647, execution by William Wallace at the market cross of Melrose ; witnesses, John Wallace, smith in Melrose, George Mitchell, servitor to the complainer, and George Wallace, son of James Wallace in Melrose.—[sic] June 1647, execution by John Penman at the market cross of Jedburgh ; witnesses, John Rutherford, younger, called of the Wallis, John Hasweell, surgeon, and Robert Ogilvie, messenger.

1647, August 3.—Registration of HORNING at the instance of James Hadden in Galashiels against James Merton, portioner of Westhouses, who gave Bond, 23 Oct. 1643, to him for 200 merks payable at Candlemas thereafter, and 20 l. of expenses. The letters are dated at Edinburgh, 12 Feb. 1644.—10 July 1647, William Wallace, messenger, charged the said James Merton per-



sonally ; witnesses, Thomas Lythgow, portioner of Riddeth and Melrose, and Alexander Fischer of Sorrollesfeild ; also 27 July at the market cross of Melrose, witnesses being William Ker, portioner of Newtone, John Wallace, smith in Melrose, and Andrew Cuick, beadle there ; and on 17th July, at market cross of Jedburgh, before witnesses, Ralph Robsone, merchant burghess of Jedburgh, and George Donald, merchant burghess there.

1647, November 1.—Registration of BOND by Bernard Merseer, portioner of Brigend, to Margaret Howname, servitor to Andrew Patersone in Dainzeltoone, for 25 l. Scots, repayable at St. Luiks day next ; penalty 5 l. John Edgar, officer in Melrose, is appointed to register the bond, which is written by William Wallace, notary in Melrose, and dated at Melrose, 7 Nov. 1641 ; witnesses, Robert Ogylvie, messenger in Jedburgh, and Andrew Cuick in Melrose.

1647, December 11.—Registration of TACK, dated at Threipwood, 15 May 1641, whereby Mr. Charles Henrysone, commissary of Lauder, and Eupham Scot his spouse, grant to Robert Hall in Threipwod and John Hall his son there and their heirs [excluding assignees] a three years' lease of 'ane land and halff land in Threipwod' presently possessed by them, with the pertinents, reserving a certain number of turves and peats yearly to the granters ; the yearly duty being 128 merks payable at two terms, and the tacksman 'wining and staking of the saids tuentie darg of turffes and 20 darg of peitts yeirlie, they being casten to the said Mr. Charles, his spous or their forsaid, and diligentlie to winter the samen in dew tyme, they being sua castin, or els monie for ilk darg therof.' Penalty for either party failing, 20 l. Scots. Same procurator. The deed, written by John Wilkieson, notary, is attested by Andrew Tunno, notary in Melrose, Andrew Pringle, burghess of Lauder, James Moffit, portioner of Threipwod, and Peter Moffit, son of Archibald Moffit, portioner there.



1648, January 20.—Registration of BOND by Andrew and Peter Darling, portioner of Aplettrieives, to Lieut. James Pringle in Colonel Walter Scot's regiment, for 47 l. 13 s. 4 d. Scots; penalty 10 merks. Andrew Tunno in Melrose is to register the deed. The bond is written by George Wallace, son of James Wallace in Melrose, and dated at Melrose, 7 March 1647; witnesses, William Wallace, notary in Melrose, Robert Law, weaver there, and said George Wallace.

1648, April 10.—Registration of BOND by Andrew Darling *alias* Easter Andro, portioner of Apletrielieves, to Christian Chisholme, daughter of dec. William Chisholme, portioner of Dernick, for 100 merks; Andrew Blaikie, portioner of Melrose is cautioner; penalty 10 merks. John Edgar, officer, is procurator for registration. The bond, written by William Wallace, notary in Melrose, is dated at Melrose, 9 Dec. 1642; witnesses, Thomas Lythgow, portioner of Ridpeth and William Bell, portioner of Easter Langlie.

1648, April 10.—Registration of BOND by Andrew Darling called Easter Andro, and Peter Darling, portioners of Aplettrieives, to Bessie Chisholme, eldest daughter of William Chisholme, portioner of Dernick, procreated between him and Christian Darling 'his last spous,' for 300 merks as the agreed-on price of some sheep bought and received from her, at least from Nicol Chisholme in Dernick, only tutor testamentar now in life nominated by her said deceased father to her; penalty 30 l. Same procurator and writer; dated at Melrose, 2 Oct. 1642, witnesses being said John Edgar and said William Wallace.

1648, June 20.—Registration of BOND by Walter Donaldsone, portioner of Melrose, to Janet Mein, widow of Thomas Binzie, portioner of Newsteid, for 95 l. Scots; penalty 10 l. Same procurator. The bond is written by George Wallace, son of James Wallace in Melrose, and dated at Melrose, 4 March 1648; witnesses William

Wallace, notary in Melrose, Andrew Mein called of the Newhall, mason in Newsteid, and said George Wallace.

1648, July 30.—Registration of DISCHARGE by Alexander *alias* Ailchie Pringle, son of dec. Dand Pringle in Howname, to John Pringle of Williamlaw for 200 merks contained in his bond, 'quhilk obligatioun was tint and lost in the tyme of James Ghrame his armie and thair associats being in this part of the countrie,' and if the bond comes to the discharger's hands he will deliver up the same to be cancelled. This discharge shall not prejudice or invalidate another bond granted by Williamlaw to him for 200 merks and interest, dated this day. George Wallace, writer of the deed, is appointed to register the same. The discharge is dated at Melrose, 2 July 1648 ; witnesses, George Messer, servitor to said John Pringle, and William Wallace, notary in Melrose.

1648, July 24.—Registration of BOND by John Gibsone, portioner of Lessudden, to James Riddell, portioner of Newtoun, for 220 merks, repayable at Whit., 1637 ; penalty 20 l. Same procurator. The bond, written by William Wallace, notary in Melrose, is dated at Melrose, 4 June 1636 ; witnesses, Patrick Riddell in St. Boswells, Walter Coitt there, Alexander Eillies, maltman in Melrose, and said William Wallace.

1648, July 25.—Registration of BOND by James Ker in Melrose and Marion Hunter his spouse to John Wright, merchant in Melrose, for 30 l. Scots ; penalty 5 merks. John Edgar, officer in Melrose, procurator. The bond is written by George Wallace, son of James Wallace in Melrose, and dated at Melrose, 16 Jan. 1648 ; witnesses, said James and George Wallace, and John Bower, portioner of Melrose.

1648, August 2.—Registration of BOND by Charles Steinsone, indweller in Craixfuird, to John Burne in Ersiltoun for 100 merks ; penalty 20 merks ; repayable

at Yule 1626. Thomas Allane, notary, is appointed to register the deed. The bond, written by John Johnstoune, notary, is dated at Ersiltoune, 11 Nov. 1626; witnesses, John Home, son of the Laird of Coltheanknowes, Mark Home [his] brother german, and William Clerk in Ersiltoune.

1648, September 20.—Registration of LETTERS OF LAWBORROWS at the instance of John Peter of Whitslead, advocate, against Mr. Alexander Home of St. Leonards, Harry Home, burgess of Lauder, his brother, William Donald in , Archibald and William Home in Ligertwod, Andrew Shillinglaw, William Shillinglaw, John Dodis, Robert Dounaldsone, Archibald Gibsone, George Smyth, James Hall elder and younger, John Hall, James and Francis Murdis, Thomas Burlie, indwellers in Birkensyde, John Spottiswood, portioner of Blainslie, and William Stirling, portioner thereof, who daily molest him in his possession of the lands of Whitslead, Brighauche and mill thereof, in the bailiary of Lauderdale, and specially the said Mr. Alexander Home tills and sows part of the complainer's lands bewest the water of Leidder called hauche marching with his lands of St. Leonards, and breaks down the dykes and makes encroachment thereon and destroys the planting. Each landed person is to find caution in 1000 merks, and the rest in 400 merks. The letters, directed to James Scott, Andrew Graiden, and William Wallace, messengers, are dated at Edinburgh, 14 March 1646.—21 March 1646, James Scott, messenger, took the oath of the complainer, and charged Mr. Alexander Home and his brother to find caution [witnesses at St. Leonards, Alexander Peter, writer in Edinburgh, and George Home, servitor to said Mr. Alexander; and at Lauder, the said Alexander Peter, and William Lauder, burgess of Lauder]; and made intimation at the market cross of Lauder [witnesses, the said Alexander Peter, and John Kyll, miller of the mill of Lauder].—29 April 1648, James Scott charged John Spottiswood, portioner of Blainslie, to find caution in 400

merks ; witnesses, Alexander Peter, notary, and James Donaldson in Blainslie.—7 September 1648, Andrew Graden, messenger, at the market cross of Jedburgh denounced the said John Spottiswood to the horn ; witnesses, William Ainslie and James Robsone, merchants burgesses of Jedburgh, and Archibald Rutherford, notary there.—16 September 1648, William Wallace, messenger, did the same at the market cross of Melrose ; witnesses, Alexander Uscher, officer in Melrose, and Thomas Bowie, multurer there.

1648, September 20.—Registration of HORNING at the instance of John Peter of Quhitslaid, advocate, commissary of Peebles, following upon a Decreet, 26 Dec. 1646, at his instance before the bailie of the regality of Melrose against John Spottiswod in Blainslie and Bessie Rowmainhous his spouse for delivery of certain articles in as good condition as they received them, viz. ‘ane double hagbut indentit with bain haveing ane rair snap work with scroule worne and ram stick, new drest and dicht, and ane cover of Inglish cloath thairon, or ellis the soume of xx li usuall money of our realme of Scotland as for the pryce of the said hagbutt with the pertinents ; *item*, ane great cupboord or almerie of wynscott lockit and bandid,’ or 20 merks ; ‘*item*, ane bairnes new chaire of wynscott of carved work,’ or 6s. ; and also 46 s. 8 d. of expenses of plea. The letters are dated at Edinburgh, 25 April 1648.—3rd August 1648, James Scott, messenger, served the same on the said John Spottiswoode and his spouse at their dwelling house in Blainslie ; witnesses, John Pringill and William Stirling in Blainslie, and Alexander Peter, notary,—7 September 1648, Andrew Graden, messenger, intimated the same at the market cross of Jedburgh ; witnesses, William Ainslie and James Robsone, merchants burgesses of Jedburgh, and Archibald Rutherford, notary there.—16 September 1648, by William Wallace, messenger, at market cross of Melrose ; witnesses, Alexander Uscher, officer in Melrose, and Thomas Bowie, multurer there.



1648, November 15.—Registration of BOND by James Mertone, portioner of Westhouses, and William Merton, his eldest lawful son, to Robert Trotter of Eister Housbyre for 37 l. 13 s. 4 d. Scots of borrowed money ; penalty 4 l. and in further security they are to enter the said Robert Trotter to possession of four rigs of land, viz. ‘ tua riges thairof being halff ane aiker lyand betuixt the gate that leids betuixt Galtonsyde and Coblecleuch, ane ruide of the samen lyand in the Stonieheips, and ane uther ruid thairof lyand at the west yet,’ teindsheaves included, in the town and territory of Galtonsyde and Westhouses, and failing redemption thereof at Martinmas next the same shall not be redeemable for other three years, and so forth in periods of three years. George Wallace, son of James Wallace in Melrose, writes the deed, which he is empowered to register ; dated at Melrose, 29 May 1648 ; witnesses, George Bell, portioner of Ridpeth, John Lidderdail, burgess of Selkirk, and said George Wallace.

1648, November 18.—Registration of BOND by Andrew Bryden, portioner of Lessudden, to Steven Bulman in Langnewtoun for 100 merks of borrowed money ; penalty 10 l. Same procurator. The bond is written by Mr. Andrew Halliburton, notary, and dated at Langnewton, 1 July 1640 ; witnesses, said Mr. Andrew, and William Bulman, son of said Steven.

1648, December 16.—Registration of BOND by Walter Donaldsone, portioner of Melrose, to Alexander Mein, mason in Newsteid, and Bessie Bunzie his spouse, and Bessie Mein their daughter, for 80 l. Scots ; penalty 10 l. John Edgar, officer in Melrose, is to register the deed, which is written by William Wallace, notary in Melrose, and dated at Melrose, 6 Nov. 1645 ; witnesses, Alexander Eillies in Melrose, and George Wallace, son of James Wallace there.

1649, January 13.—Registration of BOND by Walter Donaldsone, portioner of Melrose, for 144 l. Scots received



from Thomas Lythgow, portioner of Ridpeth and Melrose, in name of Helen Fischer, eldest daughter of Alexander Fisher of Sorrollesfeild, to be repaid to the said Helen by Martinmas 1645; penalty 20 merks. George Wallace, son of James Wallace, is to register the deed, written by the said James, and dated at Melrose, 18 May 1645; witnesses, Alexander Eillies, portioner of Melrose, James Eillies his eldest son, and William Wallace, notary.

1649, April 19.—Registration of BOND by John Moffit in Threipwode and Robert Moffit his brother to Thomas Elphingstone, weaver in Gallosheills, for 100 merks, repayable at Mart., 1646; penalty 10 l. Same procurator. The bond is written by Thomas Murray, notary in Lauder, and dated at Lauder, 24 Feb. 1646; witnesses, William Allane, burgess of Lauder, John Murray, the writer's son, and William Hendersone, burgess there.

1649, April 24.—Registration of DISCHARGE by Thomas Lythgow, portioner of Ridpeth and Melrose, to James Cairnecroce now of Calphill, Thomas Steinsone sometime in Ladupmore now in Craixfuird, and William Steinsone there his brother, for 200 merks and 20 l. of expenses contained in their bond to him dated 28 June 1643 and a decret 20 March last. Alexander Uscher, officer in Melrose, is appointed to register the deed, which is written by George Wallace in Melrose and dated at Melrose, 24 April 1649; witnesses, Alexander Fischer of Sorrollesfeild, and William Wallace, notary in Melrose, and the said George Wallace.

1649, May 15.—Registration of BOND by John Frater in Langhauch to John Turnebull in Threipwod for 80 l. Scots of borrowed money. 'Conforme to ane decret obtinet at the said compleinares instance against me befor the baillies of Melros' [*sic*], repayable at Beltane, 3 May 1649; penalty 20 merks. Same procurator. The bond is written by Francis Murray, notary in Selkirk, and dated at Galloscheills, 9 Nov. 1648; witnesses, John

Hall, portioner of Threipwod, and the said Francis Murray.

1649, August 23.—Registration of BOND by Andrew Gray of Wester Langlie to Andrew Pringle, brother german of Robert Pringle of Blindlie, for 70 l. Scots, repayable on 25 March 1641; penalty, 10 bolls of bear and the sum of 30 l. Same procurator. The bond is written by John Scot, notary, and dated at Gallosheills, 3 March 1641; witnesses, John Cruix in Gallosheills, and William Hutchesone, ‘doctor of the schoole’ of Gallosheilles. James [sic] Scot, notary, signs for the granter.

1649, September 29.—Registration of BOND by Robert Darling [Stirling *in margin*] in Blainslie to John Peter of Whetslaid, advocate, for 50 l. Scots for the ‘maill’ of three acres of land in Brighauch pertaining to him and possessed by the said Robert for crop 1647, also 50 merks as the agreed-on price of the said acres of land, crop 1648; the two sums to be paid respectively at Lammas next and Lammas 1650; penalty 10 l. Alexander Peter, notary, is to register the deed, written also by him, and dated at Blainslie, 15 June 1649; witnesses, Thomas Darling, son of Thomas Darling in Blainslie, John Dunce, smith there, and William Waddell in Wheatslead. Signed ‘Ro<sup>t</sup> Stirling [sic] w<sup>t</sup> my hand tuchand the pen,’ etc.

1649, October 13.—Registration of BOND by George Bowstone, portioner of Brigend, to Andrew Sclaitter, indweller in Gallosheills, for 31 l. 10 s. for some oats purchased; penalty 10 merks. George Wallace in Melrose is to register the deed, written by James Scot, notary, and dated at Galloscheills, 14 March 1649; witnesses, William Williamsone and John Halden there, and Philip Darling.

1649, October 24.—Registration of BOND by Mungo Kyll, portioner of Lessudden, to Stevin Bulman in Langnewton for 50 merks, repayable at Midsummer; penalty

10 l. Alexander Uscher, officer in Melrose, procurator. The bond is written by John Buccane, notary, and dated at Langnewtowne, 21 June 1648 ; witnesses, David Adamsone in Langnewtone, and Walter Allane there.

1649, October 24.—Registration of BOND by Mungo Kyll and John Unis, portioners of Lessudden, to Stephen Bulman in Langnewton for 100 merks, repayable at Whit., 1645 ; penalty 10 l. and annualrent of 8 merks for the 100. Same procurator. The bond, written by John Buccane, son of John Buccane of Belchismilne, is dated at Langnewtowne, 15 June 1645 ; witnesses, George Adamsone, officer in Langnewtowne, and said John Buccane, writer.

1649, October 24.—Registration of BOND by Mungo Kyll, portioner of Lessudden, to Stephen Bulman in Langnewtowne for 54 l. Scots ; penalty 10 l. and interest at 10 per cent. Same procurator and writer ; dated at Langnewton, 27 May 1644 ; witnesses, George Adamsone, officer in Langnewton, and Walter Allane there.

1649, November 10.—Registration of BOND by Thomas Law, younger, indweller in Pharniehairst, to Andrew Brydden, indweller in Camistone, for 20 l. Scots, payable at Mart., 1646 ; penalty 10 merks. Same procurator. The bond is written by Thomas Allane, notary, and dated at Jedburgh, 16 March 1646 ; witnesses, said Thomas Allane, and Hector Cranstoune, son of dec. James Cranston, notary, burgess of Jedburgh.

1649, November 13.—Registration of BOND by Walter Donaldsone, portioner of Melrose, to Thomas Chisholme, servitor to James Vogane in Whytmurhall, for 80 l. Scots, repayable at Mart., 1649 ; penalty 10 l. Same procurator. The bond is written by George Wallace, son of James Wallace in Melrose, and dated at Melrose, 23 Dec. 1648 ; witnesses, William Chisholme, portioner of Eildon, and said George Wallace.

1649, November 16.—Registration of BOND by John Moffitt, portioner of Threipwod, to James Eillies, servitor to the Earl of Hadingtoun at Tynninghame, for 100 merks and half a year's interest from Mart. last, repayable at Whit., 1644; penalty 10 l. same procurator. The bond is written by William Wallace, notary in Melrose, and dated at Melrose, 13 Dec. 1644; witnesses, Alexander Eillies in Melros, and William Wallace, son of James Wallace there.

1649, November 19.—Registration of BOND by George Bowstone, weaver in Brigend, to James Turneor, present servitor to Hew Bell in Langlie, for 48 l. Scots, repayable at Michaelmas 1649; penalty 3 l. Same procurator. The bond, written by Andrew Tunno, elder, notary in Melrose, is dated at Melrose, 12 Jan. 1648; witnesses, Adam Sheill, servitor to said Andrew, and James Edgar, son of William Edgar, portioner of Melrose.

1649, November 20.—Registration of DISCHARGE by John Andersone, merchant burgess of Edinburgh, eldest lawful son of dec. Alexander Anderson, portioner of Newtoun, and heir to dec. John Anderson, portioner there, his goodsir, with consent of Janet Andersone his mother and taking burden on him for all other heirs and executors of his said father and goodsir, in favour of Christian Turnebull, widow of Robert Wode, portioner of Newtoun, for herself and all other his heirs and executors, for all sums of money, disbursements, furnishings, claims, rents, profits and duties of lands, etc., which he may ask or claim by word or writ. George Wallace, servitor to William Wallace, notary in Melrose, is appointed to register the deed, written also by him, and dated at Melrose, 19 Nov. 1649; witnesses, William Ker, portioner of Newtoun, Michael Wallace, son of William Wallace, John Halliwooll and the said George Wallace, his servitors.

1649, November 26.—Registration of BOND by Grizel Ker, indweller in Dernick, to Andrew Mein, mason, elder,



portioner of Newsteid, and Robert Mein his eldest lawful son, for 50 merks, for repayment of which to the said Robert, whom failing to his father, John Uscher, portioner of Dernick, is cautioner; penalty 5*l*. The procurator for registration is Alexander Uscher, officer in Melrose, and the bond is written by George Wallace, servitor to William Wallace, and dated at Melrose, 10 Dec. 1645; witnesses, Andrew Mein, son of Alexander Mein, mason in Newsteid, William Mein, son of said Andrew, and said George Wallace.

1650, January 12.—Registration of BOND by Walter Donaldsone in Melrose to Janet Notman, servant to John Wauch in Melrose, for 50 merks, payable at Mart. 1637; penalty 5 merks. George Wallace in Melrose is procurator. The bond is written by the granter, and dated at Melrose, 28 Dec. 1636; witnesses, John Wright, servant to John Wauch in Melrose, and James Wauch there.

1650, February 11.—Registration of BOND by William Ladlaw, portioner of Newtoun, to James Wallace, smith in Bowdoun, for 80 *l*. Scots; penalty 10 merks. Same procurator. The bond is written by John Tunno, notary in Melrose, and dated at Melrose, 11 Feb. 1643; witnesses, Andrew Tunno, notary in Melrose, Robert Bradie in Eildon, and said John Tunno.

1650, February 16.—Registration of BOND by James Davidsons, portioner of Blainslie, now in Elibank, to John Wod, merchant burgess of Lauder, for 200 *l*. Scots, for repayment whereof to him, whom failing to Thomas Wod, his son, William Hall in Blainslie and William Darling, indweller there, are cautioners; penalty 40 merks. Clause of warrandice. Same procurator. The bond is written by Andrew Edmestone, notary in Lauder, and dated at Lauder, 16 Jan. 1640; witnesses, Trotter in Lauder, James Edmestone there, Robert Hendersone, burgess there, and William Romanis there. Thomas Murray is conotary.



1650, March 2.—Registration of BOND by George Greirsone, portioner of Dernick, to Stephen Bulman in Langnewtown, for 100 merks, with 8 merks of interest; penalty 10 l. He appoints George Griersons [*sic*] procurator for registration. The bond is written by Andrew Halliburton, notary, and dated at Langnewton, 16 Nov. 1644; witnesses, Robert Patersone, smith in Langnewton, Walter Paterson there, and William Bulman, son of said Stephen.

1650, April 10.—Registration of BOND by James Gastoune in Lessudden to Mark Halliburton, lawful son of dec. John Halliburton elder of Merton, for 140 l. Scots of borrowed money; penalty 20 merks. Alexander Uscher procurator. The bond is written by William Wallace, notary in Melrose, and dated at Melrose, 11 Aug. 1648; witnesses, Thomas Lythgow, bailie depute of the regality of Melrose, James Eillies, portioner of Danyelton, Mr. Robert Wilsone, schoolmaster at Melrose, and Alexander Eillies there.

1650, April 17.—Registration of BOND by John Eidingtoun, portioner of Melrose, to Janet Mein, widow of Thomas Bunzie, portioner of Newsteid, and Isobel Bunzie, their third lawful daughter, for 100 merks, repayable to the widow if alive, whom failing to the said Isobel; penalty 10 merks. Same procurator. George Wallace, son of James Wallace in Melrose, writes the bond, dated at Melrose, 8 Nov. 1647; witnesses, William Chisholme, portioner of Eildon, and said George Wallace.

1650, April 22.—Registration of BOND by James Gastoune, portioner of Lessudden, to William Bulman, son of Stephen Bulman in Langnewtown, for 86 l. 8 s. Same procurator. The bond is written by Andrew Halliburton, notary, and dated at Langnewton, 28 May 1648; witnesses, James Paterson and John Allane in Langnewton, James Haitlie in Minto, and John Short, trooper.

1650, May 18.—Registration of BOND by David Thom-

sone, indweller in Langhauch, to William Wilson, weaver there, for 80 l. Scots and a year's interest ; penalty, 20 merks. Same procurator. The bond, written by George Wallace, son of James Wallace in Melrose, is dated at Melrose, 13 Jan. 1649 ; witnesses, John Hall, portioner of Threipwod, and said George Wallace.

1650, July 6.—Registration of BOND by William Wilsone, weaver in Langhauch, to George Bell, portioner of Ridpeth, for 146 merks, and a half-year's interest ; penalty 10 l. George Wallace foresaid is writer and procurator, and the bond is dated at Melrose, 20 Nov. 1648 ; witnesses, John Frater, younger, in Langhauch, William Wallace, notary in Melrose, and said George Wallace.

1650, October 26.—Registration of BOND by John Frater, elder, portioner of Langhaugh, to John Blaikie in Colmesliehill, son of Margaret Turneor there, for 50 merks, repayable at Mart., 1640 ; penalty 5 merks. Same procurator. Andrew Tunno, notary in Melrose, writes the deed, dated at Melrose, 30 Dec. 1639 ; witnesses, Andrew Tunno, younger, in Melrose, Robert Mein, cordiner there, and Robert Turneor in Langshaw.

1650, November 6.—Registration of BOND by John Howname called Easter John, portioner of Brigend, to Thomas Wright in Caldsheills and William Wright his only lawful son, for 57 l. 6 s. 8 d. Scots ; penalty 10 merks. Same procurator. The writer is William Wallace, notary in Melrose, and the bond is dated at Melrose, 3 Jan. 1645 ; witnesses, James Wallace, hostler in Melrose, and William Shishholme in Eildon.

1650, November 11.—Registration of BOND by Thomas Steinsone in Craixfuird to Robert Trotter of Eister Housbyre and Alexander Trotter his second lawful son, for 67 l. Scots in addition to a former debt, as the price of some 'nolt' bought and received by him from the said Robert ; penalty 10 l. Same procurator, who also writes

the bond, dated at Melrose, 14 June 1650 ; witnesses, Alexander Eillies, maltman in Melrose, and said George Wallace.

1650, November 11.—Registration of BOND by said Thomas Steinson to said Robert Trotter and Thomas Trotter his third son, for 60 l. Scots as the price of some oats ; penalty 10 merks. Same procurator and writer. The bond is dated at Melrose, 9 April 1650 ; witnesses, James Lythgow of Drygrange and James Eillies, portioner of Dainzeltone.

1651, April 16.—Registration of BOND by William Laidlaw, portioner of Newtoun, and Thomas Laidlaw his eldest lawful son, to James Riddell there for 181 l. Scots ; penalty 20 merks. Alexander Uscher, officer in Melrose, procurator for registration ; and George Wallace, servitor to William Wallace, notary in Melrose, writes the bond, dated at Melrose and 30th July and 1650 ; witnesses, William and George Wallace.

1651, July 7.—Registration of BOND by Bernard Wilsone, weaver in Newsteid, to James Eillies, portioner of Dainzeltoun, for 24 l. Scots ; penalty 4 l. Same procurator and writer ; dated at Melrose, 22 July 1650 ; witnesses, Michael Wallace, son of said William Wallace, and said George Wallace.

1651, July 12.—Registration of BOND by Patrick Blaikie in Calfhill and James Howitsone in Colmesliehill to Thomas Law in Melrose for 80 l. Scots, repayable on St. Boswells day 1651 ; penalty 10 l. Same procurator. The bond is written by Andrew Tunno, notary in Melrose, and dated at Melrose, 19 May 1651 ; witnesses, James Wallace, indweller there ; James Howitsone, son of said James Howitsone ; Andrew Cuik, ' kirk clerk ' in Melrose.

1651, July 27.—Registration of BOND by James Mudie, portioner of Dernick, to James Eillies, portioner of Dain-

zeltoune, for 80 l. Scots and half a year's interest ; penalty 10 l. Same procurator. The writer is George Wallace, servitor to William Wallace, notary in Melrose, and the bond is dated at Melrose, 28 July 1650 ; witnesses, James Eillies in Melrose, and said George Wallace.

1651, August 1.—Registration of BOND by James Bryden in Lessudden to James Stoddert, servitor to the Earl of Hadington, for 300 merks, for repayment whereof Thomas Kyll is cautioner, and for the interest of 20 l. yearly. In default of relief, the cautioner is to be possessed of the granter's onstead, yard, and six butts of land with pertinents. Same procurator. The bond is written by James Eillies, servitor to the Earl of Hadington, and dated at Byres, 21 Nov. 1637 ; witnesses, James Mitchell in Byres, and said James Eillies.

1651, August 1.—Registration of BOND by Bernard Wilson, weaver in Newsteid, to William Curror in Over Whytlahous for 25 l. 10 s. Scots ; penalty 5 l. George Wallace in Melrose is to register the deed, written by Patrick Nicoll, notary, and dated at Selkirk, 2 May 1649 ; witnesses, John Andersone, burgess there, and Hew Black, son of dec. Hew Black merchant burgess there.

1651, August 1.—Registration of BOND by John Flaebarne, portioner of Ersiltoune, to Alison Trotter, widow in Galtonsyd, for 100 merks ; penalty 10 l. Scots. Alexander Uscher, procurator. The bond is written by George Wallace, son of James Wallace in Melrose, and dated at Melrose, 18 July 1648 ; witnesses, Andrew Cuick, beadle in Melrose, and said George Wallace.

1651, September 8.—Registration of BOND by Thomas and Andrew Steinsone, indwellers in Huntlie, to William Denhame, merchant in Ersiltoune, for 98 l. Scots, repayable at Whit., 1651 ; penalty 10 l. George Wallace in Melrose is to register the bond, written by Nathaniel Weild, and dated at Morestoune, 18 April 1651 ; witnesses,



Mr. Thomas Byres, minister at Ligerwod, and George Byres his son.

1651, September 23.—Registration of BOND by James Mudie, portioner of Dernick, to Robert Mein, eldest lawful son and apparent heir of Andrew Mein, mason in Newsteid, called of the Hall, for 42 l. Scots, for repayment whereof to him, whom failing to his father, William Fischer, son of John Fischer of Wester Housbyre, is cautioner ; with 30 s. of interest and 6 merks of penalty. Same procurator ; Andrew Tunno, notary in Melrose, writing the bond, dated at [Melrose], 2 March 1650 ; witnesses, Alexander Uscher in Melrose, Robert Trotter of Housbyre, John Bunzie, portioner of Newsteid.

1651, September 23.—Registration of BOND by same to same [son of Andrew Mein styled of the 'Newhall'], for 100 merks, offering any two of his six acres of land in Dernick in security, not to be disposed by him to any other till the said Robert and his father are satisfied of the debt. George Wallace, servitor to William Wallace, is procurator and writes the deed, dated at Melrose, 13 Nov. 1649 ; witnesses, John Bunzie, portioner of Newsteid, William Mein, son of said Andrew, and Michael Wallace, son of said William Wallace.

1651, September 30.—Registration of BOND by John Howname, Easter, portioner of Brigend, to Patrick Blakie, younger, indweller in Colmeslie, for 32 l. Scots, repayable at Michaelmas, 29 Sep. 1651 ; penalty 5 l. Alexander Uschar, procurator ; written by George Wallace above, and dated at Melrose, 'the fiftie day' of July 1651 ; witnesses, Thomas Law in Melrose, and said George Wallace.

[Three pages blank.]

Here this note occurs :—

'It is to be remarkit that thir following writtis wes



laitlie found out since the former bands and obligatiounes wes registrat, and thairfor could not be gottin in ordourlie with them, bot is registrat be themselffes as followes.'

1642, October 29.—Registration of SUBMISSION dated at Melrose, 22 Oct. 1642, by William Ormstoun, elder, portioner of Westhouses, and Jean Pringill his spouse, on the one part, to the arbitration of Michael Fischer, portioner of Darnick, and Thomas Lythgow, portioner of Reidpeth and Melrose, and by Robert Pringill of Blindlie on the other part, to the arbitration of James Pringill, fiar of Newhall, and James Lythgow, eldest lawful son of the said Thomas Lythgow, and by both to as oversman if need be, regarding the payment and satisfaction to be given by the said Robert Pringill of Blindlie to Ormiston and his spouse 'for the richts tittles entres and kyndnes quhilks they have to the landis of Westhouses, mylne therof, fischings upon the watter of Tueid, ferrie cobills and uthers possesst be them,' and what renunciation and other securities the latter shall make to him, and as to terms of payment. Penalty to the party failing, 100 l. Scots. Thomas Allane, notary, John Edgar, officer, and George Wallace, son of James Wallace in Melrose, are appointed procurators for registration; and William Wallace, notary in Melrose, writes the deed; witnesses, said William Wallace, John Kyle in Ersiltoun, and William Bell now in Corsbie, and Alexander Eilleis in Melrose.—DECREET ARBITRAL, dated at Dernick, 29 Oct. 1642, by said arbiters ordaining Blindlie to pay Ormiston and spouse 1600 merks, or consign same for their use in hands of William Fischer, indweller in Old Melrose, before 7 Nov. next, and ordaining Ormstoun and spouse to renounce their lands of Westhouses, with houses, yards, mill, mill-lands, cobles, fishings, etc., and all their interest and possession, in favour of Blindlie and his heirs heritably, before 10 Nov. next, and to flit and remove, with their families, cottars, millers, coblemen, fishers, goods and gear, 'except only William Ormstoun, younger, their son, for quhom they ar not heirby

obleidged and wha is not comprehendit heirin,' and deliver the keys. Penalty of the party failing, 100 merks. Same procurators and writer; witnesses, John Fischer in Drygrainge, Hew Bell in Easter Langlie, and said William Wallace.

1642, October 31.—Registration of SUBMISSION dated at Westhouses 30th and Melrose 31st January 1643, by Robert Pringill of Blindlie on the one part, to arbitration of James Pringill, fiar of Newhall, and by William Ormstoune, younger, eldest lawful son of William Ormestoune, elder, now indweller in Melrose, on the other part, to the arbitration of Michael Fischer, portioner of Dernick, regarding Ormstoune's interest in the same subjects and what Blindlie is to pay to him. Penalty 100 merks; same procurators and writer; witnesses [at Westhouses], Andrew Pringill, brother of said Robert, and said William Wallace [at Melrose]; James Lythgow, portioner of Reidpeth, and said Andrew Pringill and William Wallace.—DECREET ARBITRAL, dated at Dernik, 8 Feb. 1643, by said arbiters, ordaining Ormstoune to flit and remove from 'the leich [*sic*] house and barne with the barne yaird therof presentlie possest be him lyand in the town of Westhouses,' and enter Pringle thereto, before 11 Feb. inst., and deliver all writs made to him and his predecessors concerning the lands of Westhouses, mill, fishings, cobles, etc., and a discharge for all debts and claims, and ordaining Blindlie to grant to him and his heirs a bond for 1400 merks payable at Lammas 1643, and 100 l. Scots of expenses in case of failure, with full discharge of all other claims and debts. Same writer; witnesses, Hew Scott of Gallascheills, Thomas Lythgow, portioner of Reidpeth and Melrose, James Lythgow his eldest lawful son, and said William Wallace.

1643, August 24.—Registration of SUBMISSION dated at Melrose, 4 Aug. 1643, by Robert Pringle of Blindlie on the one part, to the arbitration of Michael Fischer, portioner of Darnick, and by Andrew Ormstoune in Easter Langlie

on the other part, to the arbitration of James Lythgow, portioner of Reidpeth, as to the satisfaction to be made by Blindlie to Ormstoune 'for the wrangs done be him to the said Andro upon the last day of last by-past,' and the terms of payment. Penalty to party failing, 40 l. Scots. John Tunno and Thomas Allane, notaries, and John Edgar, appointed to register the deed, written by William Wallace, notary in Melrose; witnesses, Andrew Duncansone, minister at Lessudden, Thomas Lythgow, portioner of Melrose, William Bell in Eister Langlie, and Alexander Eillie [*sic*], portioner of Melrose.—DECREET ARBITRAL, dated at Melrose, 23 Aug. 1643, by said arbiters, ordaining Pringle to pay to Ormstoune 120 l. Scots before 1 Nov. next, and grant discharge of all claims and especially letters of law-borrows raised by him against Ormstoune, and ordaining the latter to grant discharge of all claims and particularly to renounce all his interest in the lands of Westhouses, manor-place, mill, yards, fishings, cobbles, etc., 'quhillk somtyme pertained to umquhill William Ormstoune his father and his predecessors.' Same penalty; same writer; witnesses, Hew Scott of Gallascheills and said William Wallace.

1645, July 3.—Registration of BOND by Andrew Darling, portioner of Appeltreleives, to James Hadden, indweller in Galashiels, for 151 l. Scots; penalty 20 merks. John Edgar is procurator. The bond is written by James Browne, notary, and dated at Galashiels, 13 May 1644; witnesses, John Freir, Robert Freir, Adam Paterson, in Galashiels.

1646, June 8.—Registration of INHIBITION at the instance of Mr. Charles Henderson, commissary of Lauder, and Eupham Scott his spouse, and Anna Henderson, his lawful daughter, narrating a contract between him and his spouse on the one part and Robert Hall, portioner of Threipwood, and John Law [*sic*], his eldest lawful son, fiar thereof, on the other part, dated 15 May 1641, whereby for 1600 merks the said Robert and John Halls [*sic*] sold

to the complainer and his spouse and their heirs, whom failing his heirs and assignees, their  $1\frac{1}{2}$  husband land in the town of Threipwood, with houses, yards, meadows, moss, muir, pasturage, etc., redeemable before or at Whit., 1644, otherwise irredeemable ; also a Bond, 1 March 1642, by James Moffet, portioner of Threipwood, to him and his spouse, whom failing to said Anna Henrysone 'their lauffull dochter' and her heirs and assignees, for 500 merks, and 100 l. of expenses and 10 l. penalty, and promising to infest them in security thereof in his husband land in Threipwood. The said Robert and John Hall and James Moffet are inhibited to dispone otherwise of their property till they fulfil the premises. The letters, directed to Thomas Murray, messenger, are dated at Edinburgh, 14 Apr. 1643.—8 May 1646, said messenger served the letters on the said persons at their dwellings in Threipwood, and also intimated same at market cross of Melrose, and at that of Jedburgh ; witnesses [at Threipwood], John Mitchell, cordiner in Lauder, and Edward Rolmain-hous [at Melrose] ; said John Mitchell, and Thomas Hunter [at Jedburgh] ; said John Mitchell, and Adam Cranstoune, burgess of Jedburgh.

1646, June 15.—Registration of BOND by John Willson in Collilaw to John Scheill in Ersiltoune for 58 l. Scots of borrowed money ; penalty 10 merks. Alexander Uschar, procurator. The bond is written by Andrew Admis-toun, notary in Lauder, and dated at Ersiltoune 23 Feb. 1638 ; witnesses, Mr. John Daes in Huntliewood, John Scheill, son of said John, and Thomas Learmouth in Ersiltoune.

1646, July 11.—Registration of BOND by James Scheill in Craiksfuird and Thomas Steinson there, and Thomas Liddis there, to George Curre of Howden for 82 l. 16 s. Scots as the price of lambs bought by them ; to be repaid, failing him, to George Curre his son ; penalty 10 l. Same procurator. The bond is written by Alexander Peter, son of David Peter commissary depute of Peebles, and dated



at Melrose, 1st August 1645; witnesses, the said Alexander Peter, Edward Horsburgh in Bankreiff, Andrew Tunno, notary in Melrose, and James Moffet of Threipwood.

1647, December 6.—Registration of DISCHARGE by Robert Frier, eldest lawful son of Archibald Frier portioner of Gattounsaid, and taking burden for Isobel Boustoune his wife, to Thomas Boustoun called of the Know, portioner of Gattounsaid, for 700 merks, being the tocher promised with said Isobel his daughter and contained in their contract of marriage dated at Melrose, 24 July 1636, and that in full of all they can claim by the decease of said Thomas Boustoun or Agnes Huntar his spouse unless by legacy. George Wallace is procurator, and William Wallace, notary in Melrose, writes the deed, dated at Melrose, 15 Nov. 1639; witnesses, Mr. John Knox, minister at Bouden, Mr. Thomas Ker, portioner of Melrose, Alexander Eilleis, maltman there, and John Edgar there, his son-in-law.

1651, August 1.—Registration of BOND by James Pringill of Newhall and John Pearson there [his tenant], to John Turnbull of Meikle Catpair for 200 merks of borrowed money; penalty 20 l. Same procurator. The bond, written by John Johnstoune, notary, is dated at Stow, 25 Nov. 1644; witnesses, Andrew Greirson, and James Scot, son of James Scot, messenger in Stow.

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#### 1657 to 1661

The Court of the Lordship, regalitie and jurisdiction of Melroisland, haldin within the tolbuith of Melrois be Gideon Jacksone, youngest lawfull sone to the deceist Robert Jacksone of Lochhouses, baillie deput of the said regalitie to ane noble erle Johne, Erle of Hadintoun, Lord Bynning and Byres, etc., lord of the said regalitie and baillie principall thairof,



conforme to the said noble Erle his lettre of baillic-  
arie grantit be him to the said Gideon thairupon,  
producit be him of the daitt thairin conteinet,  
wpon the 28th Marche j<sup>m</sup> vj<sup>c</sup> and fiftie sevin yeires.  
Court affirmitt, etc.

Decreet,  
Patoune v.  
Brotherstones  
and her  
spouse,

The which day the said Gideon Jacksone, baillie  
deputt foirsaid, sittand in judgement, Anent the clame  
intentit and persewit befor him at the instance of Johne  
Patoun in Lessudden againes James Archibald there and  
Jennett Brotherstounes his spous beirand them to be  
justlie adebtit and auchtand to him the sowne of four  
punds 13 s. iiij d. quherof four pundis for malt bocht and  
receaved be them from him at Mertymes last and the  
13 s. 4 d. of borrowit monie quherof they promiseist him  
payment schortlie thaireftir and yit refuisses. Decernes  
wpon the persewers aith being referrit thairto be the  
defenders. 2 dyett. ex. ex.<sup>1</sup> 12 s.

Decreet,  
Andersons v.  
Bell,

Anent the clame persewit be Issobell Andersone, relict  
of umquhile Alexander Andersone, portioner of Ridpeth,  
lyferentrix of the lands and utheris underwrittin, now  
spous to John Mein, portioner of Newsteid, and her for  
his entres, againes George Bell portioner of Ridpeth,  
beirand him to be justlie adebtit and auchtand to them  
twa bollis thrie furlottis ferme beir comptand fyve meikle  
fulls to each boll of the mett and mesour of Melros and that  
as for the ferme and dewtie of ane portioun and part of  
ane husband land in Ridpeth pertening to the said Issobell  
in lyferent as said is and possest be the said George Bell  
and sett be hir said husband to him about . . . yeirs  
since or thairby and dew to be payit be him to them for  
the ferme of the cropt last bypast 1656, and that betuixt  
the feast of Yuill last and Candlemes nixt, and albeit it  
be trew and of veritie that they had oft and diverse tymes  
desyret him to delyver to them the said ferme beir yit  
nevertheles he wrongouslie refuist postpounet and deferrit

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<sup>1</sup> Ex. ex. occurs at the end of most of the decreets, and refers to expenses of extracting.

to doe the samene conforme to his faithfull promeis maid to the said John Mein at severall tymes thairanent without he be compellit : Both pairteis referrit the determinatioun of the questioun of assesment propounet be George Bell to Andro Cairncroce portioner of Ridpeth with powar to him to decerne thairin and report this day, which the judge ordaines him to doe. *Sic subscribitur*, Johne Mein, George Bell. Andro Cairncroce his report :—Thair is gevin be George Bell sevin pundis viij s. Scottis for ten monethes asses and a half begining the first Merche 1656 and ending the last December 1656 pertening to John Mein ; this of veritie, subscrivit with my hand at Ridpeth the 4th Merche 1656, *sic subscribitur*, Andro Cairncroce. Mair for January and Februar 1657 and his part of my Lord Lothianes monie xxxviij s. iiij d. by the report sett doune in John Meines bill ; this of veritie, subscrivit with my hand at Ridpeth 28 Merche 1657, *sic subscribitur*, Andro Cairncroce. *Nota*, George Bell received 4 lib. 8 s., restis allowit to him 4 lib. 18. 4 d. The baillie ordaines the defender to delyver the beir and the persewar to allow the asses.

Anent the clame or suplicatioun gevin in be William Bell in Galtounesyde makand mentioun that quhair in the moneth of May 1655 he wes ordainet and appoyntit ane of the jurie of this court anent the ordour taking betuixt nichtbour and nichtbour in the towne of Galtounesyde of onie differences that sould be or happen to arryse betuixt nichtbour and nichtbour, and the said William finding that of himselff he cannott goe about and performe the samene without the help and assistance of the persones wnder writtin, they ar to say, James Bowstoun, officer in Galtounesyde, Andro Marr thair, Thomas Bowstoun callit Eistcoitt there, Robert Freir there, Johnc Hallicwooll, Nether, thair, and John Dinand thair, thairfor necessar it is that the persones abone named be adjoined with him for decyding of onie contraversie or difference that sall arryse betuixt nichtbour and nichtbour in the said towne, and desyret the baillie deput forsaid to tak thair oathes for doing of thair dewtie and that ane act of

Act anent the  
jurymen of  
Gattonside.

court micht be extractit thairupon conforme to the ardour observed in the lyke caisses. 28 Merche 1657 compeired the haill foirnamed persones except only Robert Freir and was adjoynd to the said William Bell and gave thair aithes *de fidei administratione*.

Melrose, 18 April 1657, G[ideon] Ja[ckson]

Decreet of  
transferring,  
Merser *v.*  
Darling.

On 13th January 1644 James Merser, then in Nether Burnes of Galloscheills, now in Galtounesydc, pursuer, obtained decreet before the deceased Hew Scott of Galloscheills, bailie of this regality for the time, and a decreet interponed thereto on 2d September 1648 by the deceased Thomas Lythgow, also bailie thereof for the time, ordaining Andrew Darling called Eister Andro, portioner of Apiltrieleives, to pay to him 26 l. Scots of principal and 36 s. of expenses. The defender being disobedient, the bailie is asked to interpone his decreet, that execution may follow. This is granted. 1 diet.

Decreet,  
Vogane *v.*  
Cuthbertson.

John Vogane in Fauchhill sues William Cuthbertsone in Erleistoun for 40 s. Scots as the balance of the price of oats bought at Candlemas a year past and promised to be paid last Whitsunday. Decerned on second diet, as confessed; with 6 s.[?] 8 d. of expenses.

Decreet,  
Hietoun *v.*  
Hunter.

Alexander Hietoun in Dernick sues Thomas Hunter in Lessudden for 14 l. Scots borrowed six years ago, and a boll of pease promised seven years ago 'for the incaist of a stake of beir,' price of the boll of pease 15 l. Defender denies and refers to pursuer's oath, and thereupon decerned, 'reservand modificatioun for the peis.'

Decreet,  
Pringill *v.*  
Darling.

On 27th December 1656 Jean Pringill, wife of Thomas Feirgreive, obtained decreet against Eupham Cairncroce, lawful daughter of the deceased Nicol Cairncroce of Calfhill, for repayment of 10 l. 13 s. 4 d. of principal and 16 s. expenses of plea; in terms whereof she caused John Fennick arrest in the hands of James Darling in

Apiltrieleives 14 l. or thereby due by him to the said Eupham, which he refuses to make forthcoming. The bailie ordains him to make the said sum forthcoming. 2 diet. 13 s. 4d. expenses.

The persones efternamed wes nominat and appoyntit for compryseing, they are to say, William Edgar in Melrois, Alexander Eilleis there, James Eilleis, weivar, James Wallace, Mungo Donaldsone, Adame Lythgow, George Blakie, Thomas Lookeupe, John Wallace, smyth, quha each one of them efter utheris being personallie present gave thair aithes *de fidei administratione*.

Melrose, 2 May 1657 : G. Jackson

On 10th May 1656 James Donaldsone, portioner of Blainslie, obtained decret against James Davidsons, portioner there, for 100 merks and 4 l. of expenses, before James Lythgow of Drygrange, then bailie of regality. The defender refuses to pay, so the bailie is asked to interpone his decret. Decerned as craved, with 50 s. expenses.

Decreet  
transferring,  
Donaldson v.  
Davidson.

Malie Wilsone, widow of Robert Forsane, miller in Newsteid, sues John Winterope in Erleistoune for 6 l. Scots due by him to her said husband, as the price of meal bought six years ago. Referred to pursuer's oath, and decerned. 2 diet. 13 s. 4 d. expenses.

Decreet,  
Wilson v.  
Winterope.

Janet Burne in Melrois sues Henry Smaill in Lessudden for 50 s. Scots as the balance of the price of victual bought by him from her deceased husband six or seven years ago. Defender not compearing, decerned upon pursuer's oath, with 8 s. expenses.

Decreet,  
Burne v.  
Smaill.

Complaint by John Fischer of Westhousbyre against Bessie Rolmanus, widow in Blainslie, who lately obtained decret against him before this court as cautioner for Archibald Elliott his son-in-law to pay a boll of bear or 10 l. as the price thereof to her ; but the said Archibald

Absolvitor,  
Fischer v.  
Rolmanus,



paid the same to Robert Pringill of Blindlie, heritor of these lands in Blainslie then possessed by the deceased John Spottiswood her husband, from whom the said Archibald bought corn in Blainslie, crop 1653. The defender not compearing, the complainer is absolved, upon the said Archibald's oath.

Decreet,  
Haitlie v.  
Cairncroce.

John Haitlie in Huntliewood sues William Cairncroce of Old Melrois for 22 l. 13 s. 4 d. Scots as the agreed on price of nine stacks of peats bought and led in to his house, four in 1650 at 50 s. each and five in summer 1656 at 46 s. 8 d. each, extending to 21 l. 13 s. 4 d., and for 'turring' received by his daughter on Skyres thursday four years ago, 24 s. Defender not compearing, decerned on pursuer's oath. 2 diet.

Decreet,  
Smyth v.  
Cairncroce.

James Smyth in Moshouses, because Andrew Cairncroce of Colmeslie refuses to obtemper two decreets given by this court on 31st January 1657 for paying to the pursuer 53 s. 4 d. with 6 s. 8 d. expenses of plea, and relieving him at the hands of Isobel Smyth, wife of John Notman in Colmeslie, of the sum of 4 l. 10 s., desires the bailie to interpone his decret that execution may proceed. This is done, 1 diet, new expenses 12 s. 8 d.

Alexander v.  
Davidson.

Richard Alexander in Moshouses and James Davidstone, portioner of Blainslie, before Yule 1656 agreed before witnesses as to a promise made by Davidson to the pursuer, a tenant to Lord Elibank in the lands of Moshouses, in the year 165 . . . that the pursuer should pay no more than the due proportion then put upon that room for outrigging of horses and arms the said year; yet Davidson has obtained decret against Alexander for 17 l. 10 s. and intends to poind him therefor, whereas seven men should pay the sum, viz. Thomas Haitlie, George Thomesone, William Smyth, Andrew Hislope, and the pursuer and his two men. The pursuer absolved, upon his oath, for 5 l. thereof, and Davidson ordained to pay 12 l. with 20 s. of expenses. 3 diet.



William Fischer, portioner of Easter Langlie, sues John Pringill of Williamlaw for 4 l. 14 s. Scots 'payit out be him to William Cairnroce of Old Melros for him and that as for his dew proportioun and rest of the proportioun of ane trouper's horse bocht fra the said William Cairnroce put furth at the least sould have bein put forth in the expeditioun to Ingland *in anno* 1648, quhair of he is enterit in payment with the persewar of ane shilling sterling thair of and faithfullie promiseit to pay the rest within this quarter of ane yeir since or thairby and yit refuses.' Defender absent, decerned for 4 l. on pursuer's oath: 2 diet; 10 s. 8 d. expenses.

Fischer v.  
Pringle.

'John Mos, William Spottiswood, William Fischer, and Nicoll Merser in Dernick, nominat and appoyntit for cleiring of merchies and utheris things contravertit being all present and acceptand gave thair aithes as use is.'

Melrose, 16 May 1657; G. Jacksone

John Wallace, smith in Blainslie, sues Bessie Rolmain-hous there for three pecks of bear 'conforme to the ordour of the towne for hir smyth work cropt 1657,' at 10 s. the peck. Decerned for the bear, modifying the price at 7 l. the boll; and 27 s. expenses.

Wallace v.  
Romanus.

Janet Thomesone, widow of George Halywooll, portioner of Galtounesyde, and executor dative to him, sues Helen Bowar, widow in Melrois, for 26 l. 9 s. 4 d. Scots due by her to the defunct. Decerns on the pursuer's oath and production of the testament, with 26 s. 8 d. expenses.

Thomson v.  
Bowar.

Complaint by Janet Brotherstones and James Archibald, her spouse, against John Patoun in Lessudden, who about 10 years ago being her hired servant did desert her service for 10 weeks; and also she bought from him 16 bolls of malt at 8 l. Scots the boll, and he promised to allow her 4 s. off each boll. As to the last, the pursuer refused to depone, and the defender is absolved; and he denying the first, a term is assigned for proof.

Paton v.  
Brotherstones.

Bowar.

The bailie ordains Richard Sclaitter, officer in Eildon, to render back to John Bowar, Easter, there, a pot and stoup poulded from him, and John Bowar to pay 50 s. Scots for which it was poulded.

Cruikshanks v.  
Darling.

Andrew Darling, portioner of Apiltricleives, granted bond on 21 Aug. 1656 to Thomas Darling, writer in Edinburgh, for 9 l. Scots, with 3 l. of penalty, which bond Thomas Darling assigned on 6 Oct. 1656 to Alexander Cruikshankis, merchant burges of Edinburgh, who now sues the debtor. Decerns conform to bond and assignation produced.

Halywell v.  
Henderson.

Robert Halliewooll, merchant in Galtounesyde, sues Margaret Hendersone in Galtounsyde and Andrew Marr, portioner there, her son, for 4 l. 8 s. Scots 'for candle, tolbacko and uther merchand wair receaved be them and utheris in thair name thair servands to the use of the house at severall tymes within this thrie yeir.' Decerns, with 8 s. expenses.

Earl of Had-  
dington v.  
sundry.

Claim by the Earl of Hadintoun against James Cochrane, portioner of Lessudden, and James Turneble, portioner, of Newtowne, for his interest, to pay 17 l. 10 s. Scots due by the said James Turnbull 'for the mail and dewtie of half ane husband land possest be him and his mother-in-law for Witsonday and Mertymes 1656 and Witsonday nixtocum 1657,' arrested in James Cochrane's hands; who refusing to depone is held as confessed, 2 diet: Also against Thomas Hunter in Lessudden, and Alexander Hietoun in Dernick for his interest, to make forthcoming 16 l. arrested in Thomas Hunter's hands; held as confessed, 2 diet: Also against William Fischer in Eister Longlie, and James Cairnroce in Galtounsyde for his interest, to make forthcoming all sums of money due by the said William to the said James, and all horses, nolt, sheep, corn, etc., pertaining to the said James and in the custody of the said William; who is decerned to pay.

Anent the complaint gevin to the baillie be the inhabitants of the townes of Melros and Dainyeltoun for eating and destroying of thair cornes with thair horsse, oxin, kyne and utheris thair bestiall pasturit upon thair ground, and the said baillie deput, knowing perfytely the great hurt and damenage that they doe sustein throw the samen, and considdering how necessar it wer that better ordour sould be kept amongst them heirefter, for thair awin good utilitie and proffite and for preventing of the lyke abuse of nichtbourheid amongst them in tyme comeing, hes statute and ordainet that no persone nor persones dwelland within the saids townes of Melrois and Dainyeltoun shall suffer or permitt thair horsse or utheris thair bestiall to goe upon thair nichtboris cornes aither grein or rype naither by nicht nor by day under the paines and penalties following to be payit be the contraveineris of the said act, to witt, ilk horse or meir that salbe found upon his nichtbouris cornes the owner of the said horse or meir sall pay to him whos cornes are eaten and destroyit iij s. Scotts; for ilk stott, stirk or quoy abone ane yeir old the owner thair of sall pay to the partie skaithed twa schillings Scottis; and for ilk calf within a yeir old that salbe found pastureing and eating upon the cornes the owner sall pay to the partie damnifiet ane schilling Scotts; and how oftin any of the inhabitants of the saids townes salbe found guiltie in breaking this present act, als oftin they sall mak payment to the poynder of the saids guidis of the particular sowmes abone-mentionat for ilk beast so fund upon his nichtbouris skaith and poyndit be him as said is. And for the better observeing and keeping of good ordour within the saids townes the said baillie deput gives full powar to these who sall happen to find any of thair nichtbouris beatis eating and destroying of thair cornes as aforsaid to tak them home to thair awin closes, and give they want closes to put them within lockfast doores and to continow thairin ay and quhill they be satisfiet and payit of the particular penulties abonewrittin for ilk beast that salbe fund be them catting thair cornes as said is. And for that pairt of thair complaint given in

Acts among  
the town of  
Melrose.

be them for cutting and destroying of thair riges of brome that is growand in the wairds and aikers of Melrois, the said baillic deput doeth statute and ordaine that no persone or persones sall pull upe, cutt or howek with picks or instruments of that kynd, any of the broome growand thereupon, notwithstanding that it doeth propperlie perteine to them, bot at the sight of William Edgar, William Edgar [*sic*], James Wallace, Andro Tunno, James Eilleis, weiver, Thomas Loukeupe, Mungo Donaldsone, and Adame Lythgow, or onie thrie or four of them, quho is to tak strik notice that nain of the fewaris to quhome the said aikeris doeth propperlie belong sall wrong one another of thair just proportiounes and cavillis of the said broome pertening to them ; and give it salbe fund that any of the saids fewaris or any utheris salbe taiken in the fact pulling and cutting any broome growing upon the saids wairds and aikers of Melros except it be at the sight of the foirsaidis persones or onie thrie or four of them who is to be upon the ground of the saids lands befor the cutting thairof, in that cais the contraveiner of this present act sall pay to the partie whose broome is cutt, it being first provin that the brome swa cutt or pullit upe doeth belong to his pairt and cavill thairof, the sowme of twentie schillings Scottis for the first fact, fourtie schillings for the second fact, and thrie pundis for the thrid fact, and swa to be doubled proportiounallie als oft as the trespassor salbe found guiltie in the breach of this act ; and ordaines the samene to be published at the mercatt croce of Melros to the effect that none pretend ignorance heirof. *Sic subscribitur*, G. Jakstone ; Geo. Wallace, clk.

Law v. Ridfoord.

Thomas Law in Melros sues Thomas Ridfoord there for a saddle worth 4 l., and 3 l. borrowed by him from the pursuer's wife, and 3 s. sterling borrowed from the pursuer, and two dales at 20 s. each ; also for Ladupmure maintenance, Jan. and Feb. 1657. Defender granted the dales and maintenance money, viz. 23 s. 4 d. Scots, decerned therefor ; and decerns for the saddle, 50 s., and 3 l. and 3 s. sterling, upon pursuer's oath, and 'ex. of principall 10 li. 9. 4.



Melrose, 30th May 1657, G. Jakstone

Thomas Riddell, servitor to Christian Turnebull in Newtoun, sued Robert Winterope in Elleiston and obtained decret of this court on 25 Oct. 1655 for payment of 4 l. 2 s. 8 d. Scots and 6 s. 8 d. of expenses of plea, and now desires interposition. Decerns as above. Riddell v.  
Winterope.

John Thomesone in Melros sues Patrick Blakie, younger in Calthill, for 6 l. Scots due and promised 6 years ago. Decerned on pursuer's oath, defender absent, with 16 s. expenses. Thomson v.  
Bryden [*sic*].

John Thomsone in Ersiltoun sues John Bryden in Lessudden for 3 l. 10 s. as balance of price of a mare bought 9 years ago. Decerned on pursuer's oath, defender absent, with 16 s. expenses. Thomson v.  
Bryden.

Mungo Donaldsone in Melrois sues Helen Bowar for 21 l. Scots for malt bought 5 years ago, being the price agreed on. Decerns for 15 l. on defender's confession, with 26 s. expenses. Donaldson v.  
Bowar.

Complaint by Thomas Ridfoord in Melros, that Thomas Law, weaver there, having in 1650 earnestly desired the pursuer 'to len to him ane boll of aittis for to give the Inglisches at Selkirk,' which the pursuer accordingly delivered at Selkirk, and having promised to give the pursuer a boll therefor 'alsoone as wee cam from thence to Melrois,' now refuses to give the same or pay 14 l. as the price given in the country. Also he owes him 40 s. for the grass that grew about the pursuer's croft in 1651, and 18 s. 'promittit be him to the persewer for conveying the Inglismen from Melros to Kelso in anno 1652.' Decerned in all, modifying the oats at 10 l., total 12 l. 18 s., with 16 s. expenses. Ridfoard v.  
Law.

George Bell, portioner of Ridpeth, complains that John Anderson, portioner there, and Isobel Anderson his Bell v. Ander-  
son.



mother, and John Mein her spouse for his interest, and William Andersone, portioner of Ridpeth, wrongously detain the accounts, general and particular, passed between the pursuer and them, specially an account of charge and discharge written by Thomas Persone, notary in Nenthorne, signed by Isobel Andreson and her spouse and William Anderson, and the pursuer, and another account of fermes and duties for crop 1653 and bygones paid by George Bell to the said John Anderson. The charge and discharge being produced, decerns the pursuer to have a copy, and John Anderson to give him a copy of his account. Delivered presently.

Fischer v.  
Romanus.

John Fischer sues James Rolmainhous, who last January was ordained to produce a discharge of 100 merks contained in a decret, but refuses. Decerns as transferred ; 20 s. expenses.

Earl of Haddington v.  
Darling.

The Earl of Haddington sues Andrew Darling, elder and younger, portioners of Apeltreeleives, the latter for 53 l. 8 s. 3 d. for feu and tack duty and teinds parsonage and vicarage of his part of the lands of Apletreeleives and Longhauche possessed by him for Whitsunday and Martinmas 1656 ; and the former for 11 l. 6 s. 8 d. Scots for his part of the said feu, tack, and teind duties. Decerns as confessed, with 24 s. expenses to the younger and 6 s. 8 d. to the elder.

Fiscal v.  
sundry.

Complaint by the procurator-fiscal against John Merseur portioner of Brigend, and John Merseur, herd there, ' quha and aither of them, one the . . . of this instant did fecht and tuilzie with utheris and did hurt and wound utheris with thair hands and feitt, comitting opin brallis, and aucht to be fyned.' Absolves upon oath. Also against William Ker and Mungo Eickles for fighting with each other with hands, fists and feet ; fines William Ker in 5 l., confessing, and Eckles in 5 l. for non-compearance.

Melrose, 13 June 1657, G. Jacksone

William Maben in Galloscheills sues Anthony Murray, Maben v. Murray. for the present at Longschaw, for 4 l. 2 s. Scots for merchandice bought by the deceased James Cairnroce and him from the pursuer, to be paid within the last six or seven weeks. Decerns on the pursuer's oath, defender absent.

Margaret Hendersone, widow of James Mar, portioner Henderson v. Mar. of Galtounesyde, and James Bowstoun now her spouse, for his interest, complain that about two years ago Andrew Mar, her son, broke up a chest and took away his father's testament and other writs and securities, with discharges, worth 1000 l., and refuses to return them. Defender acknowledges having the testament, and a discharge of Thomas Williamsone's, and a bond; all which he is to exhibit.

Thomas Stenhous, portioner of Newtowne, complains Stenhous v. Waugh. against James Wauch in Melrois for detaining from him a decreet obtained by him against the pursuer before Andrew Ker of Sinlawes, sheriff of Roxburgh, about four years ago, for 4 l., and 10 s. expenses, which the pursuer has paid. Defender granted that John Bunyie, officer, had the decreet, and he is to deliver up the same with a discharge for the debt; expenses 6 s. 8 d.

Complaint by John Notman in Colmslie, tacksman of Notman v. Romanus. the mill of Langschaw, and Patrick Scott of Langschaw, his master, for his interest, against the following persons, thirled to the said mill, who have transgressed sentences and decreets of the Lords of Session and bailies of this regality and sheriffs of Roxburgh, by abstracting as follows:—Bessie Rolmainhouse in Blainslie, 10 bolls of oats, the multure, knaveship and other duties whereof extend to 'ane furlot of shilling and half ane furlot of meale'; James and Robert Davidstone there, each of them the number of        whereof the multure, etc., extends 'to each ane

halfe ane bolle of            price thair of            .? Holds Bessie Rolmainhous confessed, modifying 4 l. Scots for her part ; passes from the rest. Expenses, 10s. 8d.

Notman v.  
sundry.

Complaint by said John Notman against Archibald Moffit, portioner of Threipwood, John Moffit there called Back Sid, William Moffit there, son of the said Archibald, John Moffit there, also his son and James Moffit there, who refuse to obtemper decret 19 April 1656 for payment to him of certain sums. Decerns as transferred.

Bradie v.  
Edgar.

James Edgar, son of William Edgar in Melrose, is ordered to pay to John Bradie, his father's servitor, 30 s. Scots as price of a firloft of barley bear promised in bounty. Paid judicially.

Sundry in  
Eildon v.  
Cairncrose.

Complaint by Richard Slatter in Yeildoune, John Bower there, for themselves and the rest of the feuars in Yeildoune, against William Cairncrose of Old Melrose who refuses to pay 5 l. 16 s. with 13 s. 4 d. expenses in a decret at their instance against him. Judge interpones authority to said decret.

Phaup v.  
Law.

Andrew Phaup, notary in Melrose, sues Thomas Law, weaver there, for 6 l. 16 s. 8 d. with 13 s. 4 d. expenses in decret, 14 July 1655, by Thomas Bowie, moulterer in Melrose, against him, and assigned 1 June 1657 by Bowie to pursuer. Bowie depones he received a merk of the debt ; decerns for the rest.

John Bower, Eister, in Yeildoune, fined 5 l. for deforcing Richard Slatter in poinding him upon decret for 50 s. Scots obtained by the neighbours of Yeildoune against him.

Mark Blackie in Melrose becomes cautioner for the said John Bower to 'behave himself soberlie, christianlie and discreitlie with his neighbouris there both annent matter of neighbourhood and good behavior and that he sall

not callumniat non of them with his opprobrious speiches in tyme cuming,' under a penalty of 100 merks; with clause of relief. George Wallace, notary, subscribes for both, who allege they cannot write.

Melrose, 4 July 1657, Gideon Jackson

John, Earl of Haddingtoun, superior, sues William Taite in Laudhopemure and William Ballantyne there, and Margaret Ker, goodwife of Lawdhopemure, and Anthony Murray now her spouse, for their interest, in respect of decreet in 1650 [*sic*] against the said Margaret and spouse for 48 l. 6 s. 8 d. Scots as maill and duty of the room and lands of Laudhopemure and Maxpople for Martinmas 1655, Whitsunday and Martinmas 1656, and Whitsunday 1657, whereupon Alexander Uscher, one of the ordinary officers of this court, on 8 June 1657 arrested a certain sum in the hands of the said William Tait and William Ballantyne due by them to Anthony [Murray] and his spouse for maill and duty of Laudhopemure, Whitsunday 1657. Decerns to make forthcoming; 40 s. expenses.

Earl of Haddington v. sundry.

Absolves Elspeth Kinneir in Edinburgh from 30 s. alleged promised by her to John Johnstoun in Langschaw 'for horsing of her owt of Edinburgh,' and 30 s. 'for takeing of meale and seids to Edinburgh,' and 9 s. also claimed, and 30 s. alleged owing by her husband for a lamb, and 18 s. and other small items, the whole extending to 6 l. 18 s., except 17 s. which she confessed was due by her; the matter being referred to her oath by the pursuer.

Johnstoun v. Kinneir.

James Boustoun called of the Wynd, portioner of Gattounsids, gave bond, 3 Jan. 1654, to Margaret M'Kilry, widow of John Scheill, portioner of Ersiltoun, for 87 l. Scots, with 10 l. of penalty if not paid by Whitsunday 1654; which Margaret M'Kilry on 12 May 1654 assigned to James Scheill, portioner of Ersiltoun, her son, who sues

Sheill v. Boustoun.



for payment. Decerns on defender's confession for principal, a year's interest, and penalty, as in the bond.

Freir v.  
Murray.

Robert Freir, flesher in Gallascheills, sues Anthony Murray at Langschaw and Margaret Ker his spouse, executors dative to James Cairnerose of Calfhill, for 6 l. Scots due by said James to pursuer as price of flesh bought by him. Decerns on pursuer's oath, defenders absent.

Absolvitor,  
Blackie.

William Muddie, son of James Muddie in Darnicke, sues Patrick Blackie, younger, in Calfhill, for 3 l. of fee, a pair of new shoes, at 10 s., a pair of hose at 12 s., for half a year's service in 1650. Defender deponed 'he sould have onlie given three pund of fie and bounteth, and that he deliverd his father ane yew, quherwith he was content.'

Law v. Ellis  
and Redford.

Thomas Law, weaver in Melrose, sues Alexander Eilleis and Thomas Reidfurde there, for 6 l. Scots 'that he did pay owt for all bygone sesse and mentinenc since the Inglish entred Scotland for half ane part of lands in the Wairds possest be them.' Held as confessed, each to pay half, being 50 s. and allowing 20 s. to be deduced for maintenance in 1656.

Phaup v.  
Bullman.

Thomas Reidfurd, portioner of Melrose, to whom Patrick Bullman in Moxpopple owed 68 l. Scots partly of borrowed money and partly for victual bought and paid for by the said Thomas 14 years ago, to be delivered within a year, assigned his right thereto on 3 June 1657 to Andrew Phaup, notary in Melrose, who sues for payment. Defender denies, and instead of further probation, his oath being referred to, he affirms that he paid the debt to the said Thomas Reidfurd and to William Reidfurd his brother, who had right by assignation from him. Absolved, reserving action against William Reidfurd for anything unwarrantably uplifted by him.

Waugh v.  
Stenhouse.

James Waugh in Melrose sues Thomas Stenhouse, portioner of Newtowne, for 46 l. Scots as balance of 120 l.

as price agreed on for 'ane trouper meir bocht and received be him and remanent heretors in Newtowne from the persewar *in anno 1650.*' Defender offered to prove the same paid 'with malt and utherwayes at the persewaris directioun,' and addueed as witnesses, 1. Thomas Milne in Newtowne, who deponed he delivered a boll of malt to Helen Bowar, the pursuer's mother, in part payment, but whether off whole sum or off the balanee claimed he knows not ; 2. John Milne there, deponed to same effect ; 3. Bartholomew Walker, deponed he knows nothing except that Helen Bowar received three 'fulls' of malt. The defender thus failing in probation and unable to produce further evidenee, is decerned to pay 36 l. of the sum acclamed, with 40 s. expenses.

Melrose, 11 July 1657, Gideon Jackson

Registration of Bond presented by John Pringill of Cortilferrie, heritor of the lands of Colmeslie and Bentmilne, granted by Thomas Bell in Colmeslie to James Cairneroe of Colmeslie, obliging himself and his heirs to send his eorn of Langlie to be ground at the mill of Colmeslie, paying only a peek for each six firlots of multure with the eustomary knaveship, 'and sall onnawayes abstract none of our cornes which wee sall happen to grind that growes upon the east syde of Langley bot sall import the same to the said milne and sall abyde watter and rowme thairat for the space of ane moneth nixt efter the cornes be in reddienes under the pain of dry multour in cais I or my tennents forsaid divert the samene to onie uther milne, provyding also the milleris and serveands are at the said milne help to thair powar the carrying of our saids cornes thankfullie to and from the said milne.' The bond, written by Alexander Wilkiesone, notary in Lawder, was dated at Longhaueh, 4th March 1633 ; witnesses, James Pringill of Buekholme, John Pringill, his eldest lawful son, and the said Alexander Wilkiesone. Upon reading which bond, William Fiseher, now portioner of Eister Langlie, and Jean Hunter, widow of Hew Bell, portioner there,

became judicially enacted of their own free will to fulfil the terms of the bond, the millers and servants observing their part ; and the bailie interpones his decreet.

John Scheill, portioner of Ersiltoun, found John Fischer of Westhousebyre cautioner for him to answer at the instance of Andrew Pringill in Halkburne before this court.

Robison v.  
Fisher.

William Robsonc in Scarlaw in Lammermure sues William Fischer of Eister Langlie for 40 merks ' for lambs grasse pastured be him with the persewer three yeirs since or thereby ; true it is att the tyme forsaid he did pay to the persewer nyn pund 13 s. 4 d., and the persewer being awand to Archballd Elliot, son-in-law to John Fischer in Westerhousbyre, his brother, 17 lib. 10 s. for lambs bought be the persewar from him, and als true it is that he promitted to pay his said brother John the said 17 lib. 10 s. whilk made up the said fourtie merks, and he wase content to accept him debtor therfor, yet notwithstanding he still keeps up the same from the said John Fischer and refusses to relive him att his hands or els to pay the said sowme to him that he may therwith pay the said John the ane quherof he awght to be decerned conforme to his promise.' Decerns against William Fisher for the 17 l. 10 s. Further he is due to the pursuer two stones of cheese ' in bounteth of the saids lambs grasse,' or 32 s. for each stone thereof, Decerns therefor, with 33 s. 4 d. of expenses.

Robison v.  
Fisher.

The said William Robisonc sues John Fischer of Westerhousbyre for 22 l. 10 s. Scots for the grass maill of seven-score and fifteen lambs pastured with the pursuer two years ago. Decerns for 5 l. 10 s. ' deducand the 17 lib. 10 s. of the whole clame which John Fischer payt to Archibald Elliot and to produce his goodsons discharge decucand for the tarre xx s.' ; expenses 13 s. 4 d.

Moffat v.  
Scott.

James Moffit in Gallascheills sues William Scott in Calhill for 27 l. 0 s. 8 d. as balance of the price agreed on for ten ewes and lambs bought from the pursuer five years ago, at 6 s. 8 d. the piece. Decerns on defender's oath

for 9 l. 10 s. and absolves from the rest ; expenses, 6 s. 8 d.

John Johnstoune in Langschaw complains that though William Bellanden in Laudhopemure was ordained by Anthony Murray's precept in March 1657 to pay 9 l. 6 s. 8d. Scots, due to the pursuer and which the said Anthony promised to allow in his maill, 1657, and by Mr. Archibald Murray's precept at that time to pay 45 s. Scots due to the said Mr. Archibald and which he promised to pay of corn silver the said year, yet he refuses. Decerns for 11 l. 6 s. 8d. being the full sum, with 20 s. expenses, but suspends execution till Martinmas.

Johnstone v.  
Bellenden.

John Pringle of Cortillferrie, heritor of the lands of Colmeslie and Bentmylne, complains against the following persons for abstracting corn from the mill of Bentmylne, viz. Jean Hunter, goodwife of Eister Langlie, has abstracted all her grindable corn of crops 1655 and 1656, at 20 bolls yearly, of which the multure, etc., extends to 10 pecks 'shilling' and 4 pecks meal, yearly ; and of 'hum-melcorne' 5 bolls yearly, whereof the multure, etc., is yearly 5 pecks of corn and the knaveship is 'fyve copfull of meale and a halff.' William Fischer has abstracted of crop 1656 the number of 16 bolls of oats, whereof the multure is 10 pecks of 'shilling' and the knaveship half a boll of meal. William Fisher of Wester Langlie has abstracted all his grindable corn, 1655 and 1656, viz. 60 bolls of oats, the multure being three bolls, and the knaveship 6 firlots of meal. Decerns against William Fisher only, for what is acclaimed. Not extracted.

Pringle v.  
Fisher.

An account of bygone maills and duties being given in by the Earl of Haddington and his procurator against William Fischer and William Bell, who are due respectively 92 l. 10 s. 6 d. and 83 l. 5 s. 4 d., decerns as confessed for both.



Melrose, 18 July 1657

Lees v.  
Pringle.

Robert Leis in Buckholme sues Andrew Pringle in Hawekburne for 11 l. of fee as the balance of wages for a year's service wrought with him two years past at Whitsunday. Referred to pursuer's oath, and decerned. Consigned in the clerk's hands.—17th October 1657, Robert Leis grants receipt of 11 l. from George Wallace, and discharges the same.

Watson v.  
Henry.

Complaint by William Watstone in Buckholme that John Hendrie in Allenschawis 'did wrangouslie intromett clipe and keile ane yow of myne att Whitsunday bygone ane yeir, which he hes still as yet in his custodie,' and ought to deliver the same to him with a 'gimmer' and a lamb which she has of offspring since, and two fleeces of the ewe and one of the gimmer, or else 3 l. for the ewe and lamb and 50 s. for the gimmer. Decerns on pursuer's oath to restore the ewe, gimmer and lamb, with 13 s. 4 d. expenses.

Pringle v.  
Davidson.

Andrew Pringle in Haukburne sues James Davidson, portioner of Blainslie, as cautioner for Robert Davidson there, for 23 l. 14 s. as the balance of last Candlemas ferm due by the said Robert to him for certain lands in Blainslie pertaining to the pursuer and possessed by the defender, crop 1656. Decerns on defender's confession.

Lauder v.  
Riddell.

Complaint by Hew Riddell, servitor to Helen Wright, Lady Gledswood, and the fiscal, against Richard Lauder in Allenschawes, who 'in ane open mercat in the mercat place causleslie upon his part did take and strike him with his hand upon the breist, committing therby ane open braule and ryot, and said he rewed bot he had clove him to the teith.' Absolves the defender, the lady referring to his oath.

Riots.

William Bell in Gattounsaid fined 10 l. for a riot upon John Halliwall there.

James Bower in Yeildoune fined 10 l. for a brawl on Eupham Cairncrose there, confessed. John Bowar, Eister, cautioner.

Melrose, 8 August 1657, G. Jackson

Andrew Tunno, portioner of Melrose, asks authority to be interponed to a precept of poinding obtained by Andrew Duncanson, minister at Lessudden, against sundry persons in Newtowne, assigned to the said Andrew Tunno. The judge transfers against those persons in Newtown who are yet alive. [No other names are given.] Tunno v. sundry.

William Robisone in Scarlaw in Lamermure sues John Henrie in Allenschawis for 20 l. 12 s. as maill and duty for a piece of ground taken by him from the pursuer to pasture his lambs upon 2 years past last Whitsunday; and 'for his mans meat dureing the tyme of his aboad with the lambes.' Defender asserted 10 l. paid, and now depones only 10 l. 12 s. resting, which he pays judicially, and is absolved. Robison v. Henry.

Melrose, 3 October 1657

John Browne in Melrose sues William Ker, portioner of Newtowne, Thomas Stenhouse there, Nicol Cochrane, portioner there, and the rest, for ten loads of peats at 10 s. the load, promised by them to him 'when he went trowper for them *in anno* 1651'; absolves the defenders, as the pursuer refused to swear. Portioners of Newton v. Brown.

William Edgar, portioner of Melrose, complains against Andrew Heitoun in Darnick for not obtempering a decreet of the sheriff of Roxburgh, 6 March 1655, ordaining him to pay 21 l. 6 s. 8 d. Scots with 43 s. 4 d. of expenses to the pursuer. Decerns on pursuer's oath for 5 l. 17 s., and 10 s. of new expenses. Edgar v. Heitoun.

John Bryden in Lessuden sues Archibald [*sic*] and Janet Broderstans his spouse for 7 l. 13 s. 4 d. as the Bryden v. Brotherstones.

balance of the agreed-on price of two bolls of malt bought from him at Fastinseven last. Decerns on pursuer's oath, being referred thereto ; expenses, 16 s.

Gibson v.  
Mein.

Helen Gibsone, spouse to John Bowar, Eister, in Zeildoun, with William Edgar, fiscal, complain of Thomas Meine, portioner of Zeildoune, who 20 days ago was tilling a ridge of land belonging to her husband, and when she went out to stop him he after uttering many malicious words struck her on the left arm. Defender referred to pursuer's oath, who deponed affirmative ; fined 5 l.

Lees v.  
Blackie.

On 17 January 1657 Richard Leyes in Caldonley obtained decret against Patrick Blackie in Calfhill for 14 l. 5 s. with 24 s. expenses, which he refuses to obey. Decerns as transferred, with 16 s. new expenses.

Law v. Boston.

Thomas Law, weaver in Melrose, sues Isobel Boustoun, servitor to Mungo Donaldsone, portioner there, for 20 l. ' of the foirend of a greater sowme adebted be her to him.' The judge decerns, with 40 s. expenses.

Bell v. Frater.

Complaint by George Bell, portioner of Reidpeth against John Fratter, elder, in Langhauch, who owes him the vicarage teinds of five sounes of goods, viz. two sooms and a half of ewes and two sooms and a half of kine, for the four years 1644-1647 ; and the pursuer claims of each soom of ewes for lamb milk and woole 30 s. each year, *inde* 15 l. ; and for each cow's vicarage, for milk and calf, 13 s. 4 d., total, 6 l. 13 s. 4 d. Defender absent, decerns, modifying 26 s. 4 d. for the soom of sheep yearly, 6 s. 8 d. for the soom of kine, ' principall soume xvj lib. 13 s. 4 d.' with 20 s. expenses.

Hay v. Moffat.

On 3d June 1648 William Moffit, portioner of Threepwood, obtained decret against Alexander Hoy, sometime in Threipwood, now in Blainslie, before the deceased Thomas Lythgow, then bailie depute, ' quherby he wase decerned and ordained to permit me to pasture upon his

part of the lands thereof ane sowme of goods, viz. ten scheip, fra Whitsunday last bypast to Whitsunday 1649, and sett be him to me the said space,' with 16 s. expenses ; and as he refuses to allow him this pasture, he ought to pay 5 l. for the same, ' as it gives in the towne.' Payment is alleged, and referred to pursuer's oath, who referred back to defender, who deponed *absolvitur*.

John Bower, Eister, portioner of Eildoune, sues William Bowar in Melrose for 5 l. 6 s. 8 d. for a year's maill and duty of an onstead and yard in Melrose possessed by defender and wadset to pursuer, and which the pursuer set to the defender in tack for a year preceding Whitsunday last. Decerns on pursuer's oath for the year's maill, and ordains defender to remove, and enter pursuer to the house and yard, conform to the contract and sasine.

Barbara Boo, widow and executrix to William Heitoun [Boo v. Ker.] in Darnick, sues James Ker in Melrose, against whom her husband on 22 December 1655 obtained decreet for 9 l. of principal and 13 s. 4 d. of expenses. Judge interpones his decreet.

John Pattoune in Lessudden and James Archibald deponed both judicially that they dread each other bodily harm. The former finds Thomas Unnes, and the latter Thomas Reidfuird, cautioners for their not troubling one another in time coming, under a penalty of 40 l.

Complaint by Janet Brotherstanes in Lessudden and James Archibald, now her spouse, against John Pattowne in Lessudden, who being the pursuer's hired servant for half a year about ten years ago, deserted her service for ten weeks, whereby she lost 6 s. 8 d. per day. Referred to pursuer's oath, who deponed to six weeks, and the judge modifies 4 s. per day, with 16 s. 8 d. expenses.

William Edgar, procurator fiscal, and John Pattoun in Lessudden complain against James Archibald, who de-

Bower v.  
Bower.

[Paton v.  
Archibald.]

Brotherstones  
v. Paxton.

Paton and  
fiscal v.  
Archibald.



forced Alexander Hastie, officer, when sent in May 1657 by the said John to point upon a decreet of this court, 'and reft the corn from him,' and also again deforced him in harvest. Thomas Huntar and John Richardsone depone that he stopped the officer and reft the corn from him. Ordained to find caution to pay 10 l. within 10 days or remain in ward.

*Moffat v. Hay.* Alexander Hay, sometime portioner of Threepwood, now in Colmslie, complains against William Moffit, portioner of Threepwood, who being his tenant about 6 or 7 years ago in his houses of Threepwood had the use of 'ten jests and ane buike' and promised to deliver up the same at his removal from the house; but he removed and still keeps them. Defender deponed the 'buik and trees' were in the pursuer's house at his removal, and he has none of them. Absolved.

*Bell v. Anderson.* In 1647 the teind-sheaves of a husband land were gathered between George Bell and William Anderson, portioner of Reidpeth, for paying the teind valued at 14 l. 2 s. Scots. Anderson disposed the victual to George Merse servitor to Drygrainge, and Bell paid the teind-duty to John Porterfeild, but Anderson will not refund to him, nor will he pay to him 1 l. 2 s. disbursed 'to a garisone at Gallascheills.' Decerns as confessed, being absent.

#### Melrose, 17 October 1657

*Darling v. Merse.* James Merse, portioner of Gattounsaid, gave bond at Edinburgh, 27 September 1656, to Barbara Bennet, widow in Edinburgh, for 8 l. Scots payable on demand under pain of duplication; which she assigned on 23 January 1657 to Adam Darling in Westhouses, who sues for payment, Merse is decerned to pay, conform to bond and assignation.

*Cairncross v. Moffat.* William Moffit in Threepwood sues William Cairncrose of Allenschawis for 3 l. Scots for a firlof of oat meal and 3 l. for some oat straw promised in the fore-end off some

victual the pursuer bought from him, and for the price of which he obtained decret against the pursuer. Defender upon oath denies buying or selling from him. Absolved.

Complaint by John Bowar, Wester, portioner of Eildoun, and the fiscal, against Helen Gibsone, wife of John Bowar, Eister, portioner there, in that eight days ago she came to the pursuer's son and servant man, who were tilling a ridge of his, and stopped and put them therefrom; and John Bower, her husband, 'howked ane hole in the entrie that goes in to the persuers onsteid and his,' and has cut and taken away an ash tree of the pursuer's within the last 20 days. John Meine in Newsteid, Andrew Sclater, officer there, Richard Sclater, officer in Eildone, James Hastie there, depone that the ash tree cut by defender grew on a dyke belonging to pursuer; and that the entry between their onsteads belongs to pursuer, with free ish and entry to the defender. Andrew Phaup signs for Andrew Sclater; witnesses, John Waire, Robert Midlemise. Decerned in terms of declaration, and fines defender in 10 l. for cutting the tree.

Bowar v.  
Bowar.

William Scott of Dalkeith and James Turner in Langschaw sue Andrew Pringle in Hawckburne for 6 l. 16 s. Scots 'for allar spars boght fra the persewers' in 1645. Absolved on his oath.

Scott v.  
Pringle.

John Pearson in Whitlaw obtained decret on 29 October 1650 against John Frater, younger, in Langhauch, for 5 l. 10 s. with 13 s. 4 d. expenses, which he refuses to obtemper. Decerns conform to decret.

Pearson v.  
Frater.

Andrew Pringill in Haukburn complains that Robert Leyis in Buckholme, being his servant in 1655, deserted his service for 60 days, to the pursuer's loss at the rate of 6 s. 8 d. daily. Defender declared he was only four days absent. Modifies 13 s. 4 d. for the four days.

Pringle v.  
Leyes.

Mr. James Strang, schoolmaster at Melrose, on 10 May 1656 and 4 July 1657, obtained decret against the whole

Strang v.  
elders of  
Melrose.

elders of the parish of Melrose to collect and deliver to him the stent of their towns conform to stent-roll produced, within 15 days, or pay the same themselves. Decerns against them and ordains the officer to poind for bygones.

John Pearstone in Whitlaw becomes cautioner that Robert Blackie in Williamlaw will not trouble Archibald Johnstone in Buckholme, except by law, under a penalty of 100 l.

Nicol Cairncrose in Newsteid becomes cautioner that John Bowar, Wester, will not molest John Bowar, Eister, in time coming, or any of his, under pain of 200 l.

Melrose, 31 October 1657

Bryden v.  
Bryden.

John Bryden in Lessudden sues Andrew Bryden there for eight small fulls of bear borrowed in 1654. Decerned on confession to deliver the same or pay the price, with 13 s. 4 d. expenses.

Davidson v.  
Davidson.

On 10th May 1656 James Donaldson, portioner of Blainslie, and Helen Rolmainhouse his spouse, obtained decret against James Davidson, portioner there, for 100 merks, with 4 l. of expenses, which he undertook to pay on behalf of Margaret Davidson his daughter, widow of James Greive, portioner there, and now spouse to John Darling, the said sum being the share due to them by decease of Marion Rolmainhouse, first spouse of the said James Greive, and to whom he was executor testamantar. The said Margaret refuses to relieve her father of this undertaking. Absolves on defender's oath.

Boyd v.  
Moffat.

On 23 August 1656 Margaret Boyd, wife of Adam Darling in Westhouses, obtained decret against Archibald Moffit in Threipwood for 8 l. 6 s. 8 d. with 10 s. 8 d. of expenses, but he refuses to obey. 'Decerns to pay the sowme except three half crownes tuo loads of peits, ext. exp. xii vj s. 8 d. for ilk load of peits [*sic*].'

Robert Reidfuird, portioner of Dernicke, sues James Mudie, portioner there, for 8 l. 17 s. 8 d. Scots with 13 s. 4 d. expenses, contained in decret 20 December 1656 by pursuer against him. Judge interpones decret, with 10 s. expenses. Reidfuird v. Mudie.

Melrose, 7th November 1657

John Patersone in Gallascheills sues Patrick Blackie, elder, in Calfhill, for 6 l. 18 s. Scots as price of 3 ells 'gray' at 16 s. the ell, bought from pursuer 10 years ago. Decerns on pursuer's oath, with 16 s. 8 d. expenses. Paterson v. Blackie.

Andrew Bullman in Langnewtowne obtained decret on 22 November 1656 against William Maben and Andrew Gastoun there, tenants to Bessie Eistoun there, for payment by Maben of 3 bolls 1 firloft ferme bear of Lessudden measure, being five 'mickil' fulls to the boll, and Gastoun paying 2½ bolls of the same, due to the said Bessie for ferme and duty of certain lands in Lessudden pertaining to her, crop 1656, and arrested in their hands conform to decret at pursuer's instance against the said Bessie on 8 September 1655 for the said bear or prices thereof modified in the shire of Roxburgh at Candlemas 1657 for crop 1656, the monthly maintenance being allowed conform to the collector's note of hand. He now sues the tenants and the said Bessie Eistoun, and William Robsone now her spouse, for his interest, for fulfilment. Decerns against the tenants, and interpones decret to the former. Bullman v. sundry.

William Merser, weaver in Newsteid, sues William Cairncros of Allenschawis for 5 l. 10 s. for his harvest fee, 1656. Decerns conform to the 'Justice order,' viz. 4 l. principal, expenses 13 s. 4 d. Merser v. Cairncrose.

Melrose, 21 November 1657

Alexander Reidpeth, wright in Melrose, complains against William Williamsone in Gallascheills, and Andrew Tunno, notary in Melrose, his cautioner, because he sold Williamson v. Reidpeth.



to the defender [pursuer *deleted*] certain wood 'which stood the said defender 6 lib. the peice,' which trees the said William intromitted with and sold, of the price whereof he ought to make restitution to the pursuer. Also the said William in a fenced court called the pursuer 'ane unhoneſt man,' and ſaid he would prove it. Absolves the defender upon his oath as to the firſt ; fines him 10 l. for the laſt.

Pringle v.  
Maben.

John Maben, indweller in Newhall, ſues Andrew Pringill in Hawkburne, for 18 l. Scots of fee and 1 $\frac{3}{4}$  ells of 'bounteth gray' for a year's ſervice, 1653, price of the ell gray 20 s. 'Defender preſent, deponed the perſewar did quyte him both fie and bounteth for dutie done to him the tyme of his ſickneſs.' *Absolvitur* and ordanies the perſewar to find caution to answer as law will ; John Ley, in Whitlaw, cautioner.

Mein v.  
Bryden.

Robert Meine, elder, mason in Newſteid, and Bertie Meine, his ſervant, complains againſt John Bryden, ſervitor to Mungo Donaldſone in Melroſe, that whereas 40 days before Martinmas laſt the ſaid Bertie Meine hired the ſaid John Bryden to enter home ſervant to the pursuer from Martinmas to Whitsunday and promiſed him 4 l. 16 s. 8 d. of fee with a pair of ſhoes in bounty, price thereof 12 s., yet he reſuſes to ſerve, and ſo ought to pay the fee and bounty as is cuſtomary in ſuch caſes. Mungo Donaldſone declared his ſervant had not given him over. Decerns the defender to pay the pursuer 'ane fie.'

Davidson v.  
Davidson.

Action for production and delivery of a contract of marriage between the deceased James Greive, portioner of Blainslie, on the one part, and James Davidſone, portioner there, taking burden for Margaret his daughter, now widow of the ſaid James Greive, on the other part, which the ſaid James Davidson, Margaret Turner his wife, John and Beſſie Davidson their ſon and daughter, or Marion Fogo in Blainslie, have in their cuſtody or have fraudfully withheld and will not give up. The pursuers,

Margaret Davidson and her present spouse, John Darling, compearing, referred to defender's oath, and James Davidson deponed that Marion Fogo 'loused the contract frome the not and that sche deliverd it to Alexander Peter who received the same and deliverd it to James Davidsonsone which he delivered to his wife and that sche did deliver it to Margaret Davidsonsone their dochter.' Marion Fogo deponed 'sche loused the same fra George Walker and keepit it quhill James Greives deceise and did deliver it to Alexander Peter who delivered it to James Davidsonsone, and that scho hard Margaret Davidsonsone confes the receiving therof from her mother.' George Walker, the pursuer's procurator, passed from the rest of the Defenders for the time, reserving further action, and desired the judge to advise the oaths of Davidson and Fogo. Ordains pursuers to be cited to next court to hear sentence. Judge denies further sentence in this process till the parties summoned have their expenses refunded. Follows the avisandum :—20th Nov. 1657 ; finds by said depositions that the contract was delivered to Margaret Davidsonsone, pursuer, and absolves the two deponents, reserving action against Margaret Turner and John and Bessie Davidson.

James Reidpeth, wright in Melrose, sues Thomas Eilleis, Redpath v. Ellis. wright in Danieltoun, for 7 s. sterling 'for seven dayes taske work wrocht be the persuer' to him since last Whitsunday. Defender granted four days. Decerns 50 s. for the whole, deducing 18 s. confessed received by pursuer from defender ; expenses, 9 s. 4 d.

Andrew Holme in Newsteid sues Isobel Vischart, widow Wishart v. Holme. there, for 5 l. Scots as balance of fee for his service to her in harvest 1656. Absolves the defender 'in respect of the order of the justice of peace of the schire.'

Thomas Penman in Melrose sues William Bowar there Penman v. sundry. for 20 merks borrowed seven years ago, and Andrew Merser, Beatscheill, for 10 l. as the price of victual bought from the pursuer's mother three years ago. Ordanis

pursuer to produce his mother's warrant for the first claim ; decerns for 4 l. on defender's confession.

Heitoun v.  
Boyd.

Margaret Boyde in Westhouses sues Andrew Heitoun in Darnick for 7 l. 10 s. 'partlie for water maile and partlie for uther drinke *in anno* 1656,' conform to account between them within these two years past ; also for three small fulls of bear promised by him to her 'for bounteth of the water,' price of the boll 16 l. Referred to pursuer's oath, 'anent the drinke and furnitur,' deponed 3 l. 10 s. to be due ; and she referred the water maile to his oath, who deponed he never promised payment. *Absolvitur*.

Melrose, 28th November 1657

Darling v.  
sundry.

Christian Darling, widow in Darnick, liferentrix of the house or smithy underwritten, sues John Mosse, elder, in Darnick, Nicol Merseer there, Andrew Kennidie there, William Spotswood there, for themselves and the remanent feuars and possessors of the said town, for 26 s. 8 d. yearly for the years 1650 to 1657 inclusive as the maile of a house or smithy taken from the deceased William Kennedie her husband to be their common smithy, and which their common smith does possess, and for which they paid to him all preceding Martinmas 1648 and entered in payment with the pursuer since her husband's decease by paying for the year 1649. Decerns against defenders, all present, and the pursuer deponed just seven years owing ; expenses, 16 s. 8 d.

Mudie v.  
Redford.

James Moodie in Darnick sues Robert Reidfoord there for 'the gress maile' of 16 sheep pastured by pursuer to him partly in 1654 and partly in 1655, extending to a room and a half, price of the whole 6 l. 7 s. Avisandum with pursuer's oath to next court day.

Complains same against same that Redford in 1653 intromitted with and took away 'of the lairds land two aiker of lands corne of the lairds land [*sic*] with the fodder

and led them home to his own yaird and made his own use thair of,' price of the whole 10 l., and he is also due to the pursuer of crop 1653 half a firloft of bear and a threave of straw, at 10 s. each. Defender declared the corn was set off to him by pursuer for an old debt of 6 l. 10 s. Absolves. Refers the bear and straw to pursuer's oath, and thereafter proved by Nicol Merser.

William Maben in Lessudden fined 20 merks for deforc- Maben.  
ing Alexander Uscher, officer, while poinding. Granted pulling the helter off the beast poinded, and came in the judge's will, who decerned as above.

Thomas Penman in Melrose borrowed 5 or 6 years ago Bowar v. Pen-  
from William Bowar there 'an Flanders balke and ane man.  
paire of schells and an quarter pund [*sic*],' worth 30 s. but he refuses to deliver them back. Confessed borrowing, but alleges his mother delivered them back to William Bowar's wife. She denied receipt. Judge modifies conform to the libel.

Claim by Marion Ker, widow in Danielstoun, liferentrix Ker v. Ellis.  
of the croft of land underwritten, against Thomas Eilleis, weaver in Melrose, who has thrust himself 'within her croft foot and hes delved and howked down ane great peace of her grund thereof and intends to big therupon and appropriat the same to his own use.' She desires that some understanding men be appointed to inspect the marches.—21 November 1657, the judge ordains George Boo, Andrew Loukup, James Eilleis, James Wallace in Danielstoun and Melrose, Andrew Sclater and Robert Meine in Newsteid, to take cognition, and report next court day (*sic subscribitur*) Gidcon Jacksone.—24 November 1657, these persons went to the ground with the parties, and find that to the best of their knowledge the pursuer claims more than belongs to her and that the defender has done her no wrong, but for eschewing controversy in time coming they have set down march stones, 'viz. three in number to stand unquestionable heirefter, and finds the hedge and



trees does properlie pertaine to the within named Thomas Eilleis'; dated at Melrose, *sic subscribitur*, Robert Meine, James Wallace; I, George Wallace, notar publict and clerk subscribe for the within named Andro Loukup and George Boo, who affirm they cannot write. The judge this day interpones his decreet to the said finding.

Ellis v. Sheill.

Claim by Janet Howburn, wife of George Scheill, portioner of Danielstoun, and him for his interest, against James Eilleis of Huntliewood, portioner there, 'beirrand that quheras they haveing thair yairds upon the south sid of the burne lyand nixt adjacent to uthers and aither of them haveing ane hedge of asches plum trees and thornes growand upon thair own grund, true it is that the said James Eilleis hes cutted up his hedge and planted upon the persewars quheras he sowld have kept ane heid wald hedge to keep the persewars free from all kynd of skaith, quhich he refusses to doe bot upon the contraire he keeps out his nolt and bestiall and therby eats and destroyes the persuers corne and kaile.' They desire 'the elder men that knows the merches best' to try the question.—17 October 1657, the judge ordains John Wallace in Melrose, James Eilleis there, Thomas Eilleis in Danielstoun, and George Boo there, to view the hedge and report next court day (*sic subscribitur*) Gideon Jackson.—21 November 1657, the judge adjoins Robert Meine, mason in Newsteid, to the committee.—24 November 1657, the committee and parties visit the hedge and ground, and find the complainers in the wrong and that James Eilleis has done them no injury, but for eschewing controversy in time coming they set down four march stones to stand unremovable and unquestionable in all time to come, 'and the said George Scheill offerd to big ane dyke within the merch stones for keping of his yaird harmles and herdwill.' Dated at Melrose, signed by Robert Meine, James Eilleis, and by George Wallace, notary, for John Wallace, George Boo, and Thomas Eilleis, who cannot write.—This day the judge interpones his decreet to the said finding.

Melrose, 5th December 1657

Thomas Heastie, eldest lawful son and heir of the deceased James Heastie, servitor to the Earl of Wintoune, with consent of Agnes Robertsonsone his mother, on 8 July 1656 assigned and transferred to Thomas Stenhous, portioner of Newtown,  $6\frac{1}{2}$  bolls of meal and bear, crop 1656, due to them by George and William Heastie in Moxpople, their tenants, for the ferme and duty of their lands from Yule to Candlemas, and the like payments yearly thereafter till the said Thomas Stenhous was completely paid of the sum of 75 l., allowing cess and maintenance to such as pay the same yearly and for upholding the houses. Yet though the said tenants owe the like quantities of bear and meal for crop 1657, subject to the said deductions, they will not pay to Stenhouse. Defender (George Hastie) confesses the obligation, and is decerned to pay the duties for crop 1657 conform to the fiars of the shire.

Stenhouse v.  
Hastie.

Robert Brige in Langnewtoune sues Andrew Kennedie in Darnick for 3 firlots good and sufficient bear 'for ane ox hire *in anno* 1656,' price of the firlot 30 s. Decerns on pursuer's oath, defender absent; modifying 6 l. 13 s. for the boll, or 26 s. 8 d. the firlot, principal sum 4 l. with 10 s. 8 d. expenses.

Brige v.  
Kennedy.

Margaret Blackie, wife of James Rolmainhouse in Blainslie, sues Margaret Davidsonsone, widow of James Grive there and now spouse to John Darling there, for 12 l. 10 s. as the agreed-on price of a boll of bear bought by her from the pursuer in 1652. Decerns for principal and four years' annualrent, being 4 merks, total 15 l. 3 s. 4 d.; expenses, 20 s.

Blackie v.  
Davidson.

William Edgar, portioner of Melrose, sues Mr. John Currie, portioner of Newtoune, for 8 l. 4 s. Scots for necessities furnished to him and his servant. Decerns as confessed.

Edgar v.  
Currie.

Gaston v.  
Heiton.

Andrew Gastoune in Lessudden obtained decret, 29 October 1636, against Andrew Heitoun in Newtoun as cautioner for deceased John Ecclis, portioner of Newtown, before deceased James Pringl of Buckholme, then bailie of regality, for 15 l. Scots with 20 s. expenses. Also he owes him 25 l. 13 s. 4 d. with 36 s. contained in another decret by the same dated 10th March 1639. Next court day assigned to defender to prove payment.—21 November 1657, the defender, unable to prove payment, referred to pursuer's oath; avisandum to next court day.—5 December 1657, pursuer depones the whole sums are yet due by principal and cautioner, except 7 l. received from Janet Kyle in the defender's name. Decerns for 36 l. 9 s. 4 d., with 48 s. of expenses.

#### Melrose, 19 December 1657

Mein v.  
Anderson.

James Mein, lawful son of John Mein, portioner of Newsteid, sues William Anderson, portioner of Reidpeth, and John Anderson, portioner there, his cautioner, for 42 l. 10 s. Scots as the agreed-on price of some bear bought from him in April last, payable at Michaelmas thereafter. Defender absent, held as confessed, with 48 s. expenses.

Tait v.  
Merser.

Walter Tait in Lairdisland sues John Merser in Brigend for 5 firlots of seed oats bought by pursuer in March 1656, and for which he delivered a wether and ewe to defender, but the oats are not delivered, and this ought to be done or the price, 6 l., paid. Further, the defender promised half a firlot of rye as interest at Midsummer last. Defender granted a boll of oats, and referred rest to pursuer's oath. Decerns for the oats, at 5 l., and absolves from the rye.

Redpath v.  
Currie

Alexander Reidpeth, wright in Melrose, sues Mr. John Currie, portioner of Newtoun, for 4 l. Scots as the balance of the price of a bed and cupboard bought from pursuer in 1656 at the agreed-on price of 20 l. Decerns upon the 3d diet.

Melrose, 2d January 1658

The bailie decerns Thomas Reidfurd, portioner of Melrose, to pay to Robert Murray, burgess of Selkirk, 18 l. 13 s. 4 d. as price agreed on for 2 bolls of seed bear bought by defender from pursuer 'in bearsen tyme last,' to be paid at Lammas thereafter. Defender absent, decerned on the pursuer's oath, upon the third diet.

Murray v.  
Reidfurd.

The Earl of Haddington sues Andrew Cairncrose of Colmslie for feu and tack duty of Vouplaw and Waster Langlie, Newtoun mill and Sallryhauch, for Whitsunday and Martinmas 1657, being 25 l. 10 s. Held as confessed.

Earl of Haddington v.  
Cairncross.

Also William Cairncrose of for the feu duty owing by him at Martinmas last, being 28 l. 16 s. 8d. Decerns as confessed.

Same against William Fischer, fiar of Housbyre, for 118 l. 11[? 4] s. 4 d. Scots, 'for Lairdlands maile in Dernick and Bridgend,' Whitsunday and Martinmas 1657, and the Martinmas maill of his feu-farm bear and wheat ('quheet') of his lands in Darnick, crop 1656, conform to his charters and infettments from the Earl. Decerns on second diet, with 6 l. expenses.

Earl of Haddington v.  
Fisher.

Margaret Eilleis, widow in Melrose, sues William Cairncrose of Ald Melrose for 4 l. 10 s. Scots as the agreed-on price of 'three grysses' bought from her, and he is also due 18 quarts of ale at 4 s. the quart and 18 'whyte bread' at 2 s. the piece, received by his servants from her at his direction for the use of his house, extending 'the said aile and bread and money' to 5 l. 8 s. He is also due to her for furnishing his house with small ale in harvest 1648, being 13 barrels containing 10 quarts each, at 2 s. the quart, total 13 l.; and the like sums for the same in harvest 1649, and harvest 1650, *Absolvitur, jurato reo in presentia astricis* [sic].

Cairncross v.  
Ellis.

Archibald Johnstoun, servitor to George Pringle of Buckholme, complains that Robert Blackie in Williamlaw

Blakie v.  
Johnston.



came to the fold of Buckholm 'quher yeild scheip wase drawing' and went therefrom to the know in Buckholme called Gills ridge, 'quher ther wase some of the speaned lambes in Williamlaw goeing,' and there took away two ewes and lambs, which he wrongfully detains.—7 November 1657, pursuer adduced witnesses, 1. Thomas Laidla, married, 60 years, depones he knows nothing except by report, that there was a ewe of Johnstone's in the Hersell, and knows nothing of Blakie's intromission. 2, John Howatson depones he brought two ewes and lambs to the ground, but knows nothing of Blakie's intromission. 3. Robert Laidla depones as his father. Absolves, pursuer renouncing further probation.

Fisher v.  
sundry.

William Fischer of Eister Langlie, now in Colmsliehill, complains against James Moffit in Eister Langlie, William Fisher there, and James Merser there, whose beasts being tethered out nightly in harvest last ate and destroyed half a boll of pease with the fodder, price 3 l., comprised by John Hounam Wester and Andrew Boustoun in Brigend. Decerns for 53 s. 4 d., defenders refusing to depone. Also against James Merser, tenant to Jean Hunter, 'who presses the grund thair of by keeping of over sowmes thair upon to witt tuo nolt bestiall price of each over suome 3 lib. Confest tuo be the defender; modifies 50 s., ordaines to pay 25 s.'

Also against James Moffit in Langlie, who agreed to mow 10 days and shear 6 'for the gressing of ane meare to him in sumer last,' whereof he has only performed 6 of mowing and 4 of shearing, and so is due for each of four mowing days 12 s. and for each of two shearing days 5 s. Absolved, pursuer refusing to depone.

Pringle v.  
Merser.

Andrew Pringle in Haukburn complains against John Merser in Brigend, who owes him a boll of seed oats promised in lieu of 4 l. 10 s. due by him to the pursuer as the price of lambs bought at Midsummer a year past. Robert Blackie deponed 'that beffor oatsen tym last the defender wase awand Andro Pringle the bolle of oats and

that he hard Merse say he wase awand them ' ; and John Fenuick deponed that in July 1657 he heard John Merse's wife say ' that her goodman sould goe to Gallascheills and pay him.' Decerns.

Thomas Loukup, wright in Melrose, sues George Eilleis, wright in Darnick, for 6 l. 6 s. Scots as the price of a bed bought from the pursuer a year ago. Decerns as confessed, defender absent. Loukup v. Ellis.

Alexander Reidpeth, wright in Melrose, at Lammas 1655 hired George Mitchell in Darnick and the deceased James Ballantyne in Gallascheills ' to have led and brocht from the wood of Gallascheills certaine oak trees about the number of 40 draucht or thairby and to have laid down the same att the Brome know att Lough breast on this sid the river of Tueed, and quhich they undertook to doe ; and true it is and of veritie that they did onlie lead the thrid part therof from the said wood and laid them down upon this sid of the water upon the water marke and left tuo of the best therof on the uther side of the water, quhich wase all taken away by the great flood on the 21 of September the said yeire, and wer not the help of God and good neigbouris in the Brigend quha red the same excep onlie the said tuo quhich lay on the uther sid they had all lost by their sloth and negligen by leaving of them within the flood marke, price and worth of the tuo trees sua lost 20 lib., whereof the said George Mitchell aucht to be decerned to make him payment, and als to pay back to him the sowme of three pundis ten schilling as the just tuo part of the sowme of fyve pund ten schilling which the per-sewer did deliver to them for leading of the said timber, in respect they left the said tuo pairt in the said wood and the per-sewer wase forced to lead the samyn thairefra on his charges.' Defender deponed the lost trees were laid down by the deceased James Ballanden, and that he led the just half conform to his agreement. Absolves. Mitchell v. Redpath.

James Heastie, servitor to Andrew Phaup in Melrose, sues William Cairnerose of Allenschawes, now in Colmslie, Hastie v. Cairncross.

for 15 l., two ells of plaiding, and a ewe lamb, for service done half a year ago. Defender granted 10 l., and the ewe lamb, denies the plaiding. Referred 5 l. balance to pursuer's oath, who deponed it was also due. Decerns, and modifies 20 s. for the lamb, with 24 s. expenses.

Briggend.

Complaint by Walter Uscher, portioner of Brigend, John Merser, portioner there, for themselves and the rest of the feuars of Brigend, that 'thair are sundrie of the nichtbouris and indwellaris in Brigend that both by day and nicht cuttis breakes doune and destroyes and home-brings utheris young wood treis broome and utheris, and als quhen floodis arryses in the river of Tweid takes occassioun quhen tymber treis or onie uther fewall or watter wrak cunes doune the river and lands there they gather upe and appropriat the same to thair awin uses, to the greit lose and prejudice of the whole towne.' The bailie enacts 'that no fewar nor other persone or persones in the said towne at no tyme heirefter cutt break doune destroy away take nor imbring ane ane utheris young wood treis alleris broome and utheris nor yit in onie tyme comeing sall no wayes gather upe nor appropriat to thair awin uses onie tymber treeis fewall or uther watter wrak of that kynd whatsomever that sall happen to land thair or be red from the watter be what persone or persones soever the samene salbe apprehendit, bot that the samene salbe maid use of and disposit upon for the use of the whole towne as the fewaris and inhabitants therof sall think fitt, and that under the paine of xx s. Scots for each falizea [*sic*] *toties quoties* by and attour the fullfilling heiroyf.' This act to be intimated to the feuars and inhabitants.

Melrose, 16th January 1658

Maben v.  
Pringle.

Andrew Pringle in Hawkburne sues John Leyes in Whitlaw, as cautioner for John Maben in Newhall, for 10 l. in lieu of half a year's service, in respect that the pursuer about three years ago having 'discharged and doen ane great dutie to the said John Maben the tyme of his sicknes

in furnishing of meat, drink, bedding and uthers to him half ane yeirs space ' and procuring drugs for him, the said John Maben promised when restored to health and able to work, to come home to him and serve him half a year free, without either fee or bounty ; yet he refused, though several times desired thereto. Defender (John Maben) denied claim, and it being referred to his oath, deponed he made no such promise. Absolves. The pursuer also claims from John Maben 8 l. Scots for the grazing of 20 sheep to him in 1653 from Martinmas to Whitsunday ' and for smeareing therof.' Absolves, in respect the defender declared it was part of his former fee.

John Bellanden, servitor to Thomas Feirgrive in Bentmylne, sues Andrew Pringle in Haukburn for 25 l. Scots for his fee for a year's service in 1653 ; also 30 s. for a new blue bonnet borrowed from him at that time ; also 30 s. in respect that when a ewe of the pursuer's ' graiked away out of Colmslie to the Haukburne with a lambe,' the defender detained the lamb.—21 November 1657, referred to defender's oath, next court day to depone.—5 December 1657, defender absent, pursuer resiles from last reference, and offers to prove libel, next court day.—19 December 1657, defender present. Thomas Feirgrive sworn depones that Andrew Pringle desired him to deal with pursuer to desert the diet ' and desired trysting for the fie,' knows nothing of the blue bonnet, but heard Andrew Pringle say that one Scot had the skin of the lamb ; knows the servant served, but knows nothing anent the fee or the lamb. William Hendersone deponed that on 11 July he heard Pringle promise ' to put lambs beffor the pursuer to satisfie him for his fies as he and he agreed ' ; knows nothing as to bonnet or lamb. Defender to give his oath.—2 January 1658, defender depones he delivered to George Scott at pursuer's direction four rex dollars, but knows not whether in this or last year's service, which he is to depone next court. Absolves from rest of the fee, and from the bounty.—16 January 1658, depones it was in last year's service.

Pringle v.  
Bellenden.



Melrose, 30th January 1658

Watson and  
Riddell v.  
Merser.

Margaret Watson, wife of Walter Riddell, miller at Langschaw mill, sues John Merser in Brigend for 9 l. Scots due to him conform to his bond at Michaelmas 1655, with three years' interest, and 3 l. as the price of a firlof of oatmeal bought by him a year past last Michaelmas. Decerns for the 9 l. on defender's confession, interest referred to pursuer's declaration, and decerns for the meal on pursuer's oath except half a peck.

'Continua-  
tioun.'

James Clappertoune in Neatherbarnes sues Janet Merser, widow of Bernard Merser, portioner of Brigend, for 3 l. 5 s. Scots as balance of price of a firlof of oatmeal bought by her, and yet refuses payment.

'Continua-  
tioun.'

Also sues Janet Thomson in Darnick for 2 l. as balance of price of half a firlof of oatmeal bought by her and payment refused.

Grierson v.  
Clapperton.

Also sues George Greirson in Darnicke for 3 l. 10 s., being 3 l. as price of half a firlof oatmeal, and the rest borrowed money. Defender alleged payment 'be gressing of tuo sowmes to the persewer.' Absolves on Andrew Chisholm's declaration that he had the pasturing of the said sooms.

Wauch v.  
Bunzie.

Robert Bunzie, mason in Newsteid, sues James Wauch in Melrose for 15 s. Scots borrowed three years ago, and 56 s. Scots for mason work wrought two years ago; also for 17 s. owing by him to Janet Meine, the pursuer's mother, which he promised before witnesses to pay to the pursuer with her consent. Absolves from the whole, except 11 s. which he confessed.

Bowar v.  
Bowar.

Complaint by John Bowar Eister, portioner of Eildoun, that John Bowar, Wester, portioner there, has intruded to possession of a headrig of land of the pursuer's in Eildoune pertaining to his husbandland there, and has tilled the same twice over, thinking to appropriate it to his own use. He is also owing 40 s. as the balance of the interest of 80 l.

principal, and about seven years ago he borrowed an 'ax tree worth 15 s.' and promised the price thereof or as good an 'ax' tree for it.—3 October 1657, pursuer to prove two last articles next court day.—17 October 1657, Robert Bradie deponed he heard John Bowar, Wester, say he would come in the pursuer's will for the 40 s. John Vaire deponed he heard defender say 'he had payed mickle maire.' Ordains John Bower to use further probation.—30 January 1658, 'ordaines to cause ony tuo of the honest neighbouris of the toun of Zeildoun to be present the nixt court to declair whither John Bower Eister wase lauffullie wairnd to the parting of the grund or not. Decerns for the 40 s. upon the persewers oath; payed judicialle.'

Melrose, 13 February 1658

Andrew Tunno, notary in Melrose, sues James Meine, Tunno v. Mein. indweller in Wester Langlie, tenant to William Cairncrose, 'minor' in Calfhill, for 8 l. Scots conform to a precept granted to him by John Ker and Andrew Ker of Kippilaw desiring him as tenant foresaid to pay the same to pursuer in the fore end of the rent of the lands of Calfhill possessed by him, and which he should have paid at Martinmas last. Decerns conform to the libel and the precept produced.

Complaint by Andrew Pringle in Haukburne against John Leyes in Whitlaw, who in 1653 was 'adjoyned with him for outreaching and furnishing of bedding and uther furnitur to the Englishes,' and the pursuer having furnished to the garrison of Hallidane two feather beds comprised to 16 l. each, the defender promised to pay his proportion of 4 s. daily for each of the beds so long as they remained in possession of the English, being now four years, and still unrestored, so the defender ought to pay his proportion, but refuses. Defender denying claim, pursuer to prove it next court day. Gavin P[ater?]son in the Kiltknow depones the one bed was put out by Andrew Pringle and Gavin Paterson, John and Robert Leyse, which bed was Gavin Paterson's bed and comprised to 16 l. Pringle v. Leyes.

'and if it cam home to have payed four s. *per diem*, and if not, the said 16 lib.'; and the other bed was put out by Andrew Pringle, being his own, for the said four persons and William Law adjoined to them, and comprised at about the same as the other. Thomas Law, weaver in Melrose, knows nothing as to the beds acclaimed, 'bot that the whole beds put out to that garisone wase comprised to 16 libs. the picce, and that every joyner<sup>1</sup> suld pay their proportione off the beds in caise of thair not returning, and quhat they were found worse.' The judge finds that the beds libelled were put out to the garrison at Hallidane 'and that the first bed lybellit wase put owt by Gavin Patersone whilk wase comprised to 16 punds; quherof the defender and persewer and Robert Leis and himself wase to bear a lik burding, for payment theroff it did not returne, and of the four shilling a day if it did returne, as it did not,' and decerns defender to pay 4 l. Scots as his part; and of 4 merks as his part of the other bed, there being five partners; and absolves from the daily proportion, as the beds did not return.

Smith v.  
Hownam.

Complaint by George Hounholme in Darnick against James Smith, son and apparent heir of the deceased William Smith in Mosshouses and Isobel Smith his sister, executors to their said father, as follows:—The defunct on 28 April 1639 granted bond to pursuer for 36 l. Scots repayable before St. Lukes Day in that year, with 6 l. of expenses; and no payment being made by him, his executors ought to satisfy the debt, but refuse. Defenders present, with Andrew Tunno their procurator, pursuer depones 22 l. thereof paid by defunct to him and only 14 l. resting. Absolves, because both defenders swear they had no intromission with defunct's estate save only what would defray his funeral expenses.

Melrose, 27th February 1658

Riddell v.  
Bryden.

Claim by Patrick Riddell of St. Boswells against James Bryden and Janet Kyle his spouse, in respect of a contract,

<sup>1</sup> *i.e.* partner.

28 May 1636, between them whereby for 1000 merks they disponed to the pursuer half a husband land in Lessudden, under reversion, which contract being lost in these troublous times, and the defenders having a double thereof at the time of the making, the pursuer desired delivery of a copy for his own security, but it was refused. He therefore asks for production and registration of the deed. Defenders not compearing, after sundry diets, decerns them either to deliver to pursuer an authentic double of the contract or to produce the contract to the clerk to be registered; because the pursuer adduced witnesses to prove the contract, viz. Mr. Andrew Halliburdtoune of Paleshill, unmarried, 60 years, deponed he had read the contract within the last twelve months, and James Bryden had it then in keeping and had promised to deliver to Patrick Riddell a just copy. Mark Halliburdtoune in Lessudden, unmarried, 50 years, depones as above. John Maben in Maxton, 50 years, depones as above.

Further, the said Patrick Riddell sues James Bryden for 20 l. 8 s. Scots as balance of price of bear bought from pursuer 14 years ago; also 10 l. of a fine imposed by the justices of peace on him 'for his layeing on of trowpers upon the Earle of Haddingtoun maist wrangouslie efter tryall,' for which the pursuer became his cautioner and had to pay the same, but can have no relief. Decerns on defender's confession, who compeared shortly after pronouncing of the first sentence.

James Stoddert in Mungoiswells, portioner of Lessudden, sues James Gastoune in St. Boswells for three bolls and a half of ferme bear, Lessudden measure, for the duty of a quarter of land there pertaining to pursuer, and possessed by defender, crop 1654, at 5 l. 10 s. the boll as the same was then sold by him to William Fischer in Dernick, 'quihich he refused to deliver, he offering to receive the samyn.' Compeared Michael Fischer 'offering him to prove be Thomas Huntar and Robert Kyle that he came tuo severall tymes for the beire, which wase never redie

Stoddert v.  
Gastoune.



to deliver.' John Robesone deponed that James Gastoune 'desired him to cause William Fischer receive the beare att the Lambes efter the Candlmes, and knew not quhether he had the beare or not.' John Cochran deponed as above. Judge finds by depositions that the bear libelled 'quhillk wase dew to have been payed be the defender to the persewer att the terme of Candlmese wase not proferrit till the Lambis thereafter, quhillk wase lang efter William Fischer his day of payment of the persewers ferme beir,' and decerns for 5 l. 10 s. for each boll, being the price of the rest of that crop.

*Bowar v. Mar.* John Bowar, Eister, portioner of Eildoun, sues Thomas Mar in Melrose for 10 merks promised at Martinmas last. Defender granted 5 l., decerns therefor and absolves from the rest ; expenses, 13 s. 4d.

*Mein v. Bell.* James Meine, son of John Meine, portioner of Newsteid, complains against George Bell, portioner of Reidpeth, in respect of decret, 5 December 1657, against John Anderson, portioner there, for 42 l. 10 s. of principal and 48 s. of expenses, whereupon Alexander Uschar, officer, arrested in hands of said George Bell ten bolls of bear due by him to said John Anderson for the ferme of certain of his lands in Reidpeth possessed by said George Bell, last crop ; but the victual is not forthcoming ; or 18 l. 2 s. as value thereof. Decerns as confessed, defender absent.

*Newtoun v. Threipwod.* Complaint by William Ker, portioner of Newtoun, and . . . , portioner there, against James and Archibald Moffits, portioners of Threipwood, who refuse to obtemper a decret, January 1653, against them at pursuer's instance for 21 l. principal and 33 s. 4 d. expenses of plea.

' Continewit  
quhill the nixt  
court.'

*Ker v. Darling.* Complaint by same against Andrew and Peter Darling in Appeltreeleivs and John Turnbull there in respect of not obeying decret said day against them for 4 l. 13 s. 4 d. with 26 s. 8 d. expenses. Andrew Darling held as confessed, being absent, and by Thomas Stenhouse's declaration, to whose oath it was referred by pursuers.

Melrose, 13th March 1658

John Bunzie, elder, portioner of Newsteid, sues James Wauch in Melrose for 4 merks of borrowed money and 2 merks for a full of oats bought from defender 10 years ago and undelivered. Defender denied and craved pursuer's oath of calumny, who deponed, and referred to defender's oath, who deponed he was due nothing.

Wauch v.  
Bunzie.

George Sueit in Erlestoun sues Nicol Bennet in Les-sudden for 6 l. 2 s. Scots as balance of price of  $3\frac{1}{2}$  bolls of bear bought from pursuer 4 years ago. Defender denied debt except 25 s. Scots and referred to pursuer's oath, who deponed the debt owing.

Sweit v.  
Bennet.

Thomas Stenhouse, portioner of Newtoun, depones that he dreads bodily harm of James Wauch in Melrose, who threatened his life lately both in Edinburgh and Melrose. Ordains defender to find caution and to remain in ward till this is done. John Bowar in Melrose, Thomas Law there, became cautioners for James Wauch not to molest complainer or his dependents, under penalty of 100 l.

Stenhouse v.  
Wauch.

Isobel Anderson, liferentrix, wife of John Meine, portioner of Newsteid, sues William Anderson, portioner of Reidpath, for 5 bolls 1 firloft ferme bear, Melrose measure, counting 'fyve mikle fulls' to each boll, as the duty of certain lands in Reidpeth pertaining to Isobel in liferent and set by the said John Meine to him, crop 1657; which ought to be paid, or 10 merks for each boll. Decerns on defender's confession, modifying 6 l. for the boll, with 48 s. expenses.

Anderson v.  
Anderson.

Archibald Walker in Gallascheills sues John Cairncrose, herd in Wester Langlie, for 8 l. Scots as rent of a house and yard of the pursuer's possessed by him and set to him for a year about 7 years ago, with a kain fowl and two 'shearc darges.' Defender grants possession of the house

Walker v.  
Cairncrose.

for three quarters of a year. Ordains him to pay 3 l. in composition for the whole, with 10 s. 8 d. expenses.

'Suorne men  
in Lessudden  
admitted.'

David Unes in Lessudden, James Cochran there, Robert Lile, smith there, and Thomas Huntar there, 'admitted and received to discerne and decyde betuixt neighbour and neighbour for merches, who made faith accordinglic.'

Melrose, 27th March 1658

Fisher v.  
Cairncross.

William Fischer, portioner of Eister Langlie, seeks new decret against Euphan Cairncrose, affirming the former decret, 14 July 1655, ordaining her to pay him 7 l. principal and 10 s. 8 d. expenses. Granted, with 6 s. 8 d. expenses of extracting.

Eiston v.  
Gastoune.

Bessie Eistoun in Lessudden and William Robson her spouse sue Andrew Gastoun there for half a boll ferme bear due for a quarter of land in Lessudden of theirs possessed by him crop 1657. Decerns as confessed, and pursuer to give a discharge; modifies 3 l.

'Severalls in Appeltreeleives decernd conforme to the rentall.'

Melrose, 10th April 1658, G. Jackson

Pringle v.  
Pringle.

Complaint by Robert Pringill of Blindlie, proprietor, and Mr. William Jonstoun, minister at Lawder, Wadsetter, against Andrew Pringill in Halkburne, as follows: The said Robert wadset to the said Andrew his three merk lands in Blainslie with houses and pertinents called the Roan, for a certain sum conform to their contract; which he redeemed at Whitsunday 1657 by paying the full sum to the said Andrew, and then anew wadset the lands to the said Mr. William Johnstone for a certain sum. Nevertheless, Andrew Pringle, though oftentimes required thereto, will not deliver up his contract of wadset and securities, or grant renunciation. Robert Pringle pursuer compearing by George Pringle his eldest son, Mr. William Johnstone

compearing personally, and the defender also personally, the bailie-depute ordains defender to deliver up to Robert Pringle the infestment following on said contract, with a sufficient renunciation; because he confessed payment and granted having the infestment. And whereas defender alleged a year's duty owing him by the said Robert, and till it was paid he ought not to deliver the writs, this was found no relevant excuse, but action was reserved to him for the duty if found liable. Andrew Pringle asked act of court and took instruments in respect as he alleged the bailie-depute had decerned against him 'disconforme' to the order of law. Also decerns for 4 merks of expenses of plea, to be paid by him to pursuer.

William Cairncrose of Allenschaws sues John Meine, Cairncross v. Mein. portioner of Newsteid, for 10 l. yearly for three years, 1654-1656, for the 'watter maill of Tueed betuixt Leadermouth and Newsteid mylne,' set by pursuer to him in tack, which tack is consigned in the hands of Andrew Tunno, notary in Melrose, with consent of both parties. Also he claims of him 'for streaking of the said water yeirlye the saids yeirs 58 s.' Pursuer depones he received no mail from defender except 5 l. Decerns for 7 l. 10 s.

Thomas Gill, miller in Newton mill, sues Thomas Vair, Gill v. Vair. smith there, who having wadset from Mr. John Currie, portioner there, certain lands in Newtoun, promised on 13th March inst. to pay within 5 or 6 days to the pursuer, in the fore end of the wadset price, 10 merks which the said Mr. John Currie was owing to the pursuer 'for the timber, nailes, and workeing of tuo doores wrought be the persewer to him att Quhitsonday last and conditioned to be payed be him befforhand, with xxx s. resting be him to the persewer for theiking of ane house in Newtoun,' extending to 8 l. 3 s. 4 d. Defender absent, pursuer depones upon the debt and promise. Decerns, with 16 s. 8 d. expenses.

George Aird, herd in Melrose, sues William Cairncrose Aird v. Cairncross. of Allenschaws, for 10 l. Scots for half a year's service



wrought in 1656, with three loads of peats of bounty, at 5 s. the load, and 5 s. of expenses for driving his lambs to Edinburgh that year. Decerns for the 10 l., absolves from the peats.

Also sues same for 5 s. due to pursuer and his wife Bessie Merse for each of four days' work wrought to him in 1656. Decerns for 4 s. daily.

*Eccles v. Bulman.*

William Eccles, servitor to Thomas Stenhouse in Newtoun, sues William Bulman in Newtoun, for 3 l. 14 s. Scots of fee and a pair of hose of bounty, price 12 s. for half a year's service from Martinmas 1656 to Whitsunday 1657. Decerns for 3 l. 12 s., with 10 s. 8 d. expenses.

*Paterson v. Pringle and Leyes.*

Gavin Paterson in Kiltknow complains against Andrew Pringle in Haukeburne, John and Robert Leyss in Whitlaw, whose horses, nolt, sheep, etc., in harvest 1655, ate and destroyed four bolls of oats, Melrose measure, 5 fulls to the boll, price with the fodder 5 l., and their bestial being thereupon apprehended were apprised by Robert Broun in Hemphauch, William Kirkwood in Creumshills, James Stobo in Blindlie and James Barrie, herd in Whitlaw, for the said sum. James Stobo, 80 years, depones 'ther wase oddis off fyve bolles eaten.' Robert Brown deponed likewise, and that Gavin Paterson's bestial ate none thereof. William Kirkwood depones he comprised '5 furlots aits and ane peck oats.' James Barrie deponed as above. Pursuer on oath purges his own bestial. Decerns conform to last comprising, and modifies 5 l. to the boll.

*Halliwall v. Waugh.*

Interpones decret at instance of Thomas Halliewooll in Galtounsyde against James Wauch in Melrois for 3 l. 16 s. with 16 s. 8 d. expenses contained in a former decret pronounced by 'Drygrainge,' dated 2 August 1656.

*Brotherstones v. Bryden.*

Janet Brotherstones, widow of John Kyle, portioner of Lessudden, and James Archibald, now her spouse, sue John Bryden there for 3 l. 10 s. for ferm bear and ale

'taken on be the defender fra hir and compted to the said sowme att Mertymes bygone ane yeire'; and he also detains from her a 'tueile bolster' worth 20 s.; also he intromitted with 'ane dry waire stand' worth 30 s. and took it away from her house; also he borrowed from her 'hir whole pleugh and pleugh graith except the colter' about 6 years ago, worth 10 l. Defender denies the 3 l. 10 s. and depones only 25 s. due. 'Ordaines the defender to speak with his wyfe for the bolster; confesses the stand, decernes to delyver the stand and the defender to have sex shillings. Ordaines the persewar to depone for the pleugh graith and to prove the ferme beir.'

Melrose, 24th April 1658

Complaint, same against same, for half a boll of bear yearly, 1655-1657, Lessudden measure (5 'mickel' fulls to the boll), due by him 'for the owtfeild land of the third of half a land in Lessudden' pertaining to her and violently possessed by defender. Decerns upon Janet Brotherstone's oath for the plough graith conform to the former claim; admits the bear to her probation as before; principal 11 l. 5 s., expenses 16 s. 8 d. Brotherstones  
v. Bryden.

Complaint by Thomas Reidfuirld in Melrose against William Fischer, portioner there, who in 1654 set to him three acres of land in the Annay of Melrose for crop 1655 for payment of the master's duty and 9 l. to him; and he set the same in tilling to James Merser in Newsteid, who tilled four 'yockings' thereof; and thereafter the defender set the same over again to Alexander Uschar, who entered to the said tilled land, whereupon James Merser raised and obtained decret against the pursuer for four merks for the said 'yockings.' The defender ought to pay this, and 20 l. of profit which the pursuer might have had of the land.—10 April 1658, defender denied setting the land to pursuer; referred to defender's oath.—24 April 1658, absolves, defender deponing he never set the land to him. Fisher v.  
Reidfurd.

Hunter v.  
Anderson.

John Anderson, portioner of Reidpeth, complains against William Hunter, portioner there, who cuts, destroys and takes away the pursuer's wood and trees in Reidpeth, to the number of 20 oak and birch trees, 40 s. the piece, which he ought to refund, besides a fine of 10 l. imposed by act of Parliament for cutting green wood. Defender depones he never cut any of the pursuer's timber. Absolves.

Gibson v.  
Moffat.

Archibald Gibsone in Birkenisid sues John Moffit in Threipwood, his tenant, for 12 l. yearly for 1656 and 1657, and 17 l. of crop 1655, extending to 41 l., besides 70 l. as the rent of the pursuer's husband land there, Whitsunday 1657 to Whitsunday 1658. Defender absent, pursuer deponed the sums due to be as above, deducting a year's feu-duty and four years' cess. Further he claims 20 s. for the price of a dale. John Hall, portioner of Threipwood and James Meine, portioner there, declare that each husband land in Threipwood paid of cess yearly for 1655, 1656 and 1657 the sum of 10 l. and for 1658 7 l. (their declaration dated Melrose, 31 March 1659 [*sic*]). The feu-duty and cess being deducted, there remains 70 l. of principal. Decerns therefor, with 3 l. 6 s. 8 d. of expenses.

Mein v. Cairn-  
cross.

Complaint by John Meine, portioner of Newsteid, against William Cairncrose of Allenschawis, who set a three years' tack to pursuer of that part of the water of Tweid between the Newsteid mill and the ford of Leidder on both sides of the water, 'reserving onlie to himself the shooting barring and burning of the said watter'; but Drygrange's servants fished the north side, and the pursuer wanted possession thereof for a year and a quarter, whereby he is damnified in 6 l. 6 s.; and the defender himself and others in his name 'did severall tymes strake the said watter and did catch furth therof every on of the said tymes the number of tuo fisches, price of the peice therof tuell shilling,' which he ought to pay, with 5 merks of penalty for breach of the tack.—17 October 1657, Defender denies 'strakeing of the watter' except once; pursuer

to prove.—10 April 1657, compeared Thomas Turner and deponed 'he straked the watter att the persewers [*sic*] directione at severall tymes bot knew not weell how many fisch he got.' Robert Forsan 'deponed the lyke.'—24 April 1658, the judge finds that defender has not kept the conditions of the tack, and ordains him to pay to the pursuer 5 merks of penalty therein contained, with 4 merks as damage sustained through defender's striking the water.

John Cochrane in Darnicke accuses William Bullman in Newtoun of detaining from him an obligation granted by pursuer to the deceased Stephen Bullman his father for 50 l., notwithstanding that the pursuer has paid to the defunct both the principal and annual-rents.—27 March 1658, the judge orders the bond to be delivered, and the defender to give his oath whether or not the annualrents are paid.—10 April 1658, bond produced ; pursuer's wife to depone anent the annualrents.—24 April 1658, ordains defender to give the bond to pursuer, with a discharge, and to pursue for his annualrent ; expenses, 13 s. 4 d.

Cochrane v.  
Bullman.

#### Melrose, 8 May 1658

George Alexander in Mosshouses, lawful son and executor of deceased Richard Alexander, desires authority to be interponed to a decreet obtained by him, 2 May 1657, decerning James Davidson, portioner of Blainslie, to pay to him 12 l. Scots of principal and 12 s. of expenses. Judge interpones decreet ; expenses of extracting, 16 s. 8 d.

Alexander v.  
Davidson.

In 1650, between Michaelmas and Martinmas, John Stobo, hind in Colmsliehill, came to the town of Leastoun and desired James Mitchelson, merchant burgess of Edinburgh, to deliver to him for the use of Thomas Feirgrive in Bentmyle a barrel of tar, which Mitchelson did, and Stobo carried the same south here, having agreed to pay 40 l. therefor within 8 days or else 100 merks ; yet they refuse to make payment. Defender absent, decerns on pursuer's oath for 40 l. principal and 19 l. 3 s. 4 d. of annualrent ; expenses, 4 l.

Mitchelson v.  
Stobo and  
Fairgrieve.



Vair v. Currie.

Complaint by Thomas Vair, smith in Newtoun, against Mr. John Currie, portioner there, who was owing to Thomas Gill in Newtoun 8 l. 3 s. 4 d. 'for dooers making and his house theiking,' and at his earnest desire the pursuer undertook payment, and Gill obtained decret against him on 10th April last for the said sum, with 16 s. 8 d. of expenses. Mr. John Currie on 19th March 1658 obliged himself for the pursuer's relief, but refuses to do so. Ordains Mr. John Currie to relieve the pursuer or pay the sum acclaimed; expenses, 13 s. 4 d.

Pringle v.  
Henrie.

Thomas Pringill in Stow sues John Henrie in Allenschawis for 6 l. Scots as the balance of the price of an ox bought from the pursuer at Martinmas a year past. Decerns on pursuer's oath, defender absent; expenses, 13 s. 4 d.

Melrose, 5th June 1658

Anderson v.  
Heitoun.

Complaint by Margaret Andersone, widow of John Eccles in Newtoun, and John Eccles, their eldest lawful son, against John and Andrew Heitoun, portioners of Newtoun, who obtained decret, 27 December 1636 from deceased James Pringill of Buckholme, bailie of the regality, against pursuer and her spouse for 25 l. Scots with 20 s. expenses, and another decret by him, 28 July 1638, against the same for 33 l. with 26 s. 8 d. expenses; and on 8 November 1651 they obtained authority interponed to these decreets, notwithstanding that the said deceased John Eccles paid the whole sums, principal and expenses, to them before his death, except 6 l. Scots; and they desire that execution be stayed and probation led.—6 December 1651, continued to 13th.—20 December 1651, Robert Meine, mason in Newsteid, married, 60 years, depones he heard John Eccles, on death-bed, 24 hours before his decease, declare he was owing nothing to John and Andrew Heitoun save 6 l., conform to a note then made by the deponent dated 17 March 1644, produced. Alexander Meine, son of said Robert, depones the like. James Bunzie depones as above.—22 May 1658, defender to be cited to hear sen-

tence.—5 June 1658, the judge pronounces sentence conform to said depositions, and ordains decret to be delivered back before extracting.

Anthony Murray by his precept, 25 May 1657, desired William Taite and William Bellanden in Ladhopenmure to pay to George Alexander in Mosshouses 12 l. Scots out of the readiest of the Whitsunday rent; but they refuse, and George Alexander asks decret. Decerns conform to the bill and precept produced.

Alexander v.  
Tait and  
Bellenden.

William Edgar in Melrose sues Andrew Darling in Appelltrileives for 12 l. Scots borrowed 'quhen the trowpers wase lying upon him,' who promised payment on 9 May 1658. Decerns as confessed, defender absent.

Edgar v. Dar-  
ling.

James Wallace, portioner of Melrose, for himself and the rest of the feuars and possessors of the town of Melrose and Danieltoun, complains against Francis Scott in Melrose and Adam Lythgow there, his resetter, in respect that before last Pasch the pursuers hired and feed the said Francis to be town herd and promised him 3 l. of fee and a pair of shoes in bounty, worth 8 s., and he promised to enter immediately, but failed therein, and his resetter will not exhibit him or pay the fee. Decerns defender to enter to his service or pay the fee.

Wallace v.  
Scott.

#### Melrose, 19th June 1658

Complaint by John Stobo in Colmsliehill against George Pringle of Buckholme and Thomas Feirgrive in Colmslie, in respect Pringle ordered the pursuer as his servant to obtain from James Mitchelson in Edinburgh a load of tar, and Mitchelson obtained decret against pursuer for the price, but Pringle received the tar and delivered half thereof to Fairgrieve, both of whom ought to relieve him. Pringle depones he neither directly nor indirectly instructed pursuer to get tar for him; absolves. Fairgrieve to be cited to next court.

Pringle v.  
Stobo.

Laidlaw v.  
Reidfurd.

William Laidlaw in Fadounsaid sues Thomas Reidfurd in Melrose for 7 l. 8 s. Scots as balance of a greater sum. Held as confessed, 13 s. 4 d. expenses.

Eccles v.  
Unes.

Mungo Eccles, servitor to William Ker, portioner of Newtoun, sues David Unes in Lessudden for 9 l. 12 s. as agreed-on price of 6 firlots of 'bounteth beire' sold to him about a year last Martinmas, and payment promised at St. Mungoes day thereafter. Decerns as confessed for 4 l. 13 s., with 10 s. expenses.

Bowar.

John Bower, Eister, portioner of Eildoun, complains that John Bowar, Wester, there, in March last directed his servant woman, Isobel Riddell, 'to take the fewill and foile of my own peis stra of my dung hill steade and laye it upon his,' and he ought to be fined. The judge 'ordaines aither partie to soupe efter thair mucking and dighting in the entrie, and when they doe not mucke to dicht and soope day about the entries that goes in and owt to and from thair houses, and this act to abide remaine and stand in full force and effect in all tyme cuming as wase clerlie understood.'

Melrose, 3d July 1658

Cairncross v.  
Turnbull.

William Cairncrose of Allenschawis sues Adam Turnbull, mason in Newsteid, for 4 l. 10 s. as the agreed-on price of a boll of oats bought from pursuer two years ago. Defender absent, held confessed at 3d diet; 13 s. 4 d. expenses.

Notman v.  
sundry.

John Notman, miller in Langschaw mill, and Patrick Scott, his master, complain against the following persons, whose lands are astricted and thirled to the mill of Langshaw, yet they have abstracted their multure and sent their grain to other mills to be ground, viz. John and Robert Leyes in Whitlaw, 30 bolls of oats within the past 15 days, whereof the multures, etc. extend to a boll of meal and 'schilling'; Thomas Caldeleugh in Blainslie,

20 bolls of oats, Roxburgh measure, of crops 1656 and 1657, being a boll and a firloft of meal and 'schilling,' of multure. The pursuer and Andrew Tunno his procurator produced a decreet obtained before the sheriff of Roxburgh by the said Patrick Scott in 1654 ordaining the fore-said persons and others to grind all their corn at the said mill, excepting the teind and seed. The judge ordains defenders to compear next court and depone what they had abstracted. Thomas Caldcleugh depones he abstracted 3 bolls, crop 1656, and has paid the multure thereof since, and 5 bolls, crop 1657. Decerns. John Leyes confesses 10 bolls. Decerns. Robert Leyes confesses 10 bolls. Decerns. Modifies 9 l. for crop 1657, and for crop 1656 according to the fiars; so Caldcleugh is liable in half a firloft 'schilling,' crop 1657, 30 s. as the multure of 5 bolls of oats, with 5 mutties of meal, at 3s. the muttie, 15 s., being the knaveship, 45 s. in all, with 10 s. 8 d. expenses; and John and Robert Leyes are due half a boll 'schilling' as the multure of 20 bolls, at 6 l. for the 'schilling,' and half a firloft of meal, 3 l., in all 9 l. with 40 s. expenses.

John Scheill in Ersiltoune sues Andrew Pringle in Hauke-  
burne for 36 l. Scots 'for the fraction of three trowps horse  
in Captan Walter Scott, Sir Walter Scott of Quhithlaid,  
and Robert Ker of Faldounsyd, their troupes, the yeire of  
God 1650, which money wase payed to him be James  
Lythgowe of Drygrainge'; also the half of 42 l. 3 s.  
'received be him fra the toune of Melrose for fractiones  
of horse delyverd to him be William Edgar, Andro  
Phaup, and others, the yeire of God 16—.' Defender  
desired inspection, granted.—13 June 1657, defender  
failed to give in defences, so judge admits to probation.—  
4 July 1657, continued.—11 July 1657, Alexander Uschar  
deponed that James Lythgow and he did deliver to Andrew  
Pringill 'for the fractiones of thrie trouping horse' 72 l.  
Scots, whereof the said James had the receipt signed by  
Andrew Pringle, 'which sowme was allowit in the few  
maill dew be Mr. William Wallace to the Erle Hadington  
for certane bygane maills.'—30 January 1658, produced a

Scheill v.  
Pringle.



discharge by Andrew Pringill in Halkburne to Andrew Phaupe for 42 l. 6 s. dated 6 July 1650.—3 July 1658, decerns conform to the libel and depositions and copy of discharge produced; execution to stay till the principal discharge is produced 'to ly in procces, never as yit extractit.'

Lithgow v.  
Moffat.

Complaint by John Moffit in Threipwood against John Lythgow in Newhouses, who set to the pursuer the 'two-part' of a husband land in Threipwood, with houses, etc., in a three years' tack, and while the pursuer has paid to him the whole tack duty he refuses to grant a discharge, and has registered the tack and poinded the pursuer's goods. He also claims 20 l. yearly of damage through want of a 'sitt-house and barne and ane byre,' which by the tack he was obliged to erect for the pursuer in timber and stones, and the pursuer was to 'ture and theik conforme to the ordor of master and tenandrie.'—8 March 1658, probation.—22 May, copy of claim to be given to pursuer [*sic*].—19 June, reply produced, ordains defender to see and eik.—3 July 1658, absolves defender from the claim and promise, being referred by pursuer to his oath.

Mertoun v.  
Merser.

John Merser, portioner of Brigend, sues James Mertoun, tailor there, for 3 l. Scots due to him for weaving 60 ells of woollen cloth, at 12 d. the ell. Also the defender out of malice about 4 years ago did 'sell and kill' a ewe of the pursuer's, price thereof with the lamb 5 l. Absolves defender on his oath from both claims.

#### Melrose, 10 July 1658

Purves v.  
Anderson.

John Anderson, portioner of Ridpeth, is ordained to pay to James Purves in Ersiltoun 10 l. 18 s. Scots borrowed before Fastingsevin last, payable within 20 days thereafter under pain of doubling; decerned on pursuer's oath, defender absent; 20 s. expenses.

Hall v. Freir.

Katherine Hall, wife of Andrew Mar, portioner of Galtonsyde, sues Agnes Margit [*sic*] Freir, servitrix to John

Halliewooll called Croce, and Margit Mein his spouse, in respect that 40 days before last Whitsunday the pursuer feed her with her master's consent from Whitsunday last to Martinmas next, for 5 l. of fee, half a peck of lint seed sowing, a pair of shoes worth 10 s., half an ell of 'lyneing' worth 8 s., and an ell of 'harden' worth 6 s. 8 d., notwithstanding whereof she remained in her former service, and the pursuer craves payment of 3 s. [? daily] since Whitsunday last as damages, or else of the fee and bounty. Defender denies, referred to her oath, who refers back to pursuer. Decerns either to enter home or pay the fee and bounty, being 6 l. 9 s. of principal, with 16 s. 8 d. expenses.

Richard Scلائter, portioner of Eildon, sues Margit Slater *v.* Anderson, wife of James Mein there, for 3 l. as the agreed-on price of a soom of sheep 'sett be him to hir in the West feild of Eildone in sumer present,' of which she promised payment at Whitsunday last. Decerns as confessed because pursuer deponed thereupon.

About Yule last Andrew Smyth, burgess of Lauder, Smith *v.* Caldcleuch. bought from James Caldcleuch in Braidwoodscheills seven ewes at 40 s. the piece, which Thomas Caldcleuch his brother, at his direction, delivered to the pursuer, and there was a verbal condition that James and his brother should pasture them till Whitsunday thereafter; but on the pursuer going then to receive them, the defender refused to deliver them, though the pursuer several times offered the price agreed on and is still willing to pay. He ought therefore to deliver the ewes with their lambs, unclipped, or 3 l. 6 s. 8 d. for the piece overhead.—3 July 1658, pursuer refers to defender's oath, and is to find caution to answer, and defender is to have inspection of the claim.—10 July 1658, in respect defender granted the bargain, pursuer resiles from his oath and offers to prove that he offered the money the morning after the bargain. Thomas Caldcleuch declared the pursuer came with the money. Decerns to deliver the ewes, or 3 l. the piece, with 33 s. 4 d. expenses.

Act, Blainsly  
v. Braidwoodscheil.

Complaint by John Pringill, portioner of the Nether-towne of Blainslie, John Sunhous, portioner there, John Darling and John Stirling, portioners there, for themselves and the rest of the feuars and possessors of the said town of Blainslie, against Thomas Caldeleuch in Braidwoodscheil, who unjustly, without any right, and contrary to all order of law, 'pastures, hirds and keipes the number of threttie thrie sowmes of horses, scheip and nolt, upon the infeild of the said Nethertowne of Blainslie, notwithstanding that the rowme of Braidwoodscheil wes and hes bein bot ever in use in all tymes bygane to pasture sex sowmes of scheip and nolt proportionallie upon the said ground of Blainslie and fourteine sowmes of horse, nolt and scheip upon the hill or outfeild, as can be evidentlie provin and notorlie maid manifest both by the chartor of Braidwoodscheil and sindrie actis of court and sentences past heir in this judicatorie theranent, as the samen if they wer productit will schow.' Notwithstanding of their remonstrances, the defender continues to pasture in the hill, and they claim 3 l. for each of 13 'oversowmes,' extending to 39 l., and 10 l. of penalty imposed by a former act of this court. The judge ordains the defender 'to pasture twentie sex sowmes quher the nichtbours of Blainslie pastures thairis conforme to the chairtour, with ten pounds for each oversowme to be payit to the baillic.'

Little v.  
Turner.

Thomas Little in Allaneschawes sues James Turneor in Nether Langschaw for 6 l. 13 s. 4 d. Scots due by him as cautioner for John Adame, servitor to Andrew Cairncroce, as the balance of 'gresmaill' for bestial pastured by the pursuer to him from Whitsunday 1657 to Whitsunday 1658, whereof he promised payment at St. Bernards day, Whitsunday, and Midsummer, all last bypast. Decerns on pursuer's oath, defender absent; 16 s. 8 d. expenses.

Mertoun and  
Merser.

John Merser, portioner of Brigend, depones he dreads bodily harm of James Mertoun, tailor in Brigend, who finds George Mertoun cautioner for the safety of the said John, under pain of 100 l.; and he deponing as above, John

Merser has to find Thomas Law, portioner of Melros, cautioner in the like penalty for Mertoun's indemnity. ' (*Sic subscribitur*) Tho. Law ; I. M. ; Geo. Wallace, *cls.* subserives for the saids James and George Mertounes.'

Marion Hendersone, widow in Longshaw, and Janet Wauch her daughter, sue Patrick Blakie, younger in Calfhill, for 4 l. 10 s. Scots of fee for half a year's service wrought by the said Janet Wauch to him from Whitsunday 1657 to Martinmas 1657. Held for confessed, 2 diet, defender absent ; 13 s. 4 d. expenses. Wauch v. Blakie.

John Scott, weaver in Galtounsyd, sues Richard Lowrie, servitor to George Scheill in Dainyeltoune, and present apprentice to him, because at Whitsunday last he hired himself, with consent of Katherine Bannatyne his mother, to be the pursuer's apprentice for three years thereafter, and promised 26 l. of 'prenteisfie,' and 'ane noltis gres of bounteth, pryce 40 s.' conforme to the indenture ; and having accordingly entered to service, he abode 14 days and then causelessly deserted. He ought therefore either to enter home to service for the stipulated time and pay 10 merks 'for the break,' or else pay the prentice fee. Several defences being alleged at divers diets, and answers made by pursuer, the judge admits to pursuer's probation. William Mertoun in Westhouses, 24 years, depones that the defender and his brother came to the pursuer after the desertion and offered himself again in service upon new conditions, but the said John Scott would stand only to the first conditions, so they went away ; knows nothing of the first condition. Thomas Bowstoune, younger, same age, depones as above. Pursuer gave his oath *de calumnia*. Absolves conform to the depositions. Lowrie v. Scott.

Melrose, 24 July 1658, Gideon Jackson

Adam Turnebull, mason in Newsteid, sues William Cairnerose in Allanshawis for 5 l. 10 s. Scots 'for the bigging of his hous in Old Melrois sevin yeirs since or Turnbull v. Cairncross.



therby,' with 2 stones of cheese of bounty, at 3 l. the stone. Decerns on 3d diet for the money, and modifies 3 l. for the two stones of cheese; principal, 8 l. 10 s., expenses, 16 s. 8 d.

Rae v. Moffat.

Robert Moffat, tenant to Sir Patrick Hamiltoun of Prestoun, complains against Robert Rae, younger, in Threipwood, who two years ago hired himself to be the pursuer's hind and servant for a year, from Whitsunday 1656 to Whitsunday 1657, with a woman servant with him; for which year's service the pursuer promised him 8 bolls of oats, Lothian measure, at 4 l. the boll, with 3 firlots bear or pease, at 3 l., with two sooms of goods, 'ane of kyne, the uther yewes,' at 4 l. the soom, and a boll of oats sowing and a firlot bear, worth 10 l.; but within 15 days before the term he came to the pursuer to give him over, which he refused, and suffered great loss for want of a hind. Defender deponed he hired himself to pursuer 'provyding his father and his wyfe wald be content,' and then gave over the pursuer. Absolves from the claim.

Wright v.  
Henderson.

Thomas Wright in Kaidislie sues John Hendersone in Blainslie, in respect the pursuer 14 days before Yule last had a grey web belonging to John Dunnant in Thirlestone Mill in weaving, who when it was woven desired him to deliver it to the defender to take to the walker in Galloscheills, Robert Maben, and the defender receiving it took and offered it to the walker 'upon the pand or wadset of sum monie, calling it his awin, quhich he refuist to give him, and thaireftir he went to William Maben and laid it in pand for 3 lib. 11 s. 6 d.' and now John Dinand is 'seiking' the pursuer for the same; yet Hendersone will not redeem the pledge, and thus has betrayed his trust. Defender denies, admitted to probation. William Maben in Galloscheills depones 'he payit xliiij s. to George Freir for the defender and that he borrowit twa merk from himself and laid the web in pand to him and desyrit him to put it to Robert Maben to walk.' Robert Maben there depones he received the web 'from his nevoy, and de-

claires nyne elnes walkit cloath.' 'Finds this cleirlie provin and decernes conforme, principall by the cloath is 3 lib. 10 s. 8 d. ex. for this onlie' [*sic*].

On 12th April 1658 a Minute of Contract was made between Thomas Forrester, only lawful son of the deceased Mr. Thomas Forrester, minister at Melrose, on the one part, and Helen Ker in Melros, on the other part, whereby for 350 merks he sold and disposed to her 'his hail onsteid of houses and yaird within the precinct of Melrois,' her entry to be at Whitsunday last, which contract is in the custody of George Wallace, notary in Melros, and contains 20 merks of penalty. He has performed his part, but the defender refuses to do hers, so he with concurrence of Agnes Kennedie, his mother, desires the deed to be registered. Decerns the defender either to pay the penalty or observe the conditions claimed.

Forrester v.  
Ker.

Complaint by John Merse, portioner of Brigend, that James Merton there on Ersiltoun fair day last in presence of famous witnesses 'did calumniat and sclander the per-sewar in his good name oppinly approving saying and avowing that he quhen he was sojour in England *in anno* 1643 and 1644 did murder Englismen.' Defender denies, admits the pursuer's probation. Janet Lyes depones she knows nothing of defender's calumniating John Merse. Helen Bowstoun depones she heard them 'call uther swingeris, and hard ane of them call uther murder,' but knows not who it was. Defender absolved.

Mertoun v.  
Merse.

Melrose, 31st July 1658

William Andersone, portioner of Ridpeth, sues George Merse in Coldstreame, portioner of Dernick, for 14 l. 2 s. Scots as the agreed-on price of the corn and straw of the teind of a husband land in Ridpeth, crop 1647, standing in stack in Ridpeth and intromitted with by the said George, who promised payment when he paid John Porterfeild the valued teind duty. Defender alleged the sum

Anderson v.  
Merse.

was allowed in an account between James Lythgow and the pursuer. Pursuer deponed it was never allowed in any account. Decerns.

Blakie v.  
Cairncross.

John Blakie in Colmesliehill sues William Cairncroce of Allaneschawis for 14 l. Scots as the balance due for five sooms of goods, viz. 3 kine with their followers and a horse, set by pursuer to him and pastured with him a year past at Whitsunday upon the ground of Colmslie. Held as confessed.

Lookup v.  
Cairncross.

William Cairncroce of Allanshaws is ordained to pay to James Lookupe in Melrois 48 s. Scots for 15 days' shearing in harvest 1655 at 4 s. per day, extending to 3 l. and whereof he received 12 s. and the balance is resting, conform to pursuer's oath.

Strong v.  
sundry.

Mr. James Strong, schoolmaster at Melrois, seeks enforcement of a decret obtained by him, 17 October 1657, against 'the haill elderis of the parochin of Melrois and utheris thairinnamed' for his fees due to him 'out of the townes, rowmes and steids within the said parochie,' 1657. Judge interpones decret.

Drummond v.  
Maben.

Thomas Drummond in Dainyeltoun represents that his yard adjoins that of Robert Maben in Dainyeltoun, and there is 'ane hedge of tymber growand upon ane balk pertening to the said Thomas,' but Robert Maben 'hes delved and castin up the same unto the merche stones one the syde nixt his yaird, thinking to appropriat the same to him.' He desires the judge to cause George Boe in Dainyeltoun, Andrew Eilleis there, Thomas Eilleis there, and John Bichet there, 'pas and sicht the samene and sett doune merche stones betuixt them for schuning of contraversie in tyme comeing.'—24 July 1658, the judge authorises any three of them to set march stones and report to whom the hedge belongs and who is in the wrong.—30 July 1658, compeared upon the yards of Thomas Drummond and Robert Maben Gideon Jackson,

bailie of Melroisland, with Thomas Eilleis, wright in Dainyeltoune, George Boe there, and John Bichet there, who deponed the hedge belonged to Drumond's yard, and the entry at the east end of the said Thomas Drumond's house belongs also to him, and 'wee ordainet him to have the fuillie of the whole gae betuixt the commoun slope and the eist syde of the said entrie, because wee know that it did properlie pertain to Thomas Drumonds predecessoris.'—31 July 1658, judge decerns conform.

William Cairncroce of Allaneschawes sues Andrew Darling, portioner of Apiltreelives, for 38 l. Scots as the price of a white nag bought from pursuer in oat seed time last. Held as confessed, the officer having personally cited defender to this, the third, diet; four merks of expenses. Darling v.  
Cairncross.

Melrose, 14 August 1658, G. Jacksone

Andrew Garland in Clarilaw sues Thomas Gastoun in Lessudden for 10 merks as balance of price of 4 bolls of bear bought from pursuer in 1656 at 7 l. the boll. Defender alleged payment of the whole except 10 s. Scots; to prove. Defender's probation is thus:—At Selkirk, 14th August 1658, compeared judicially James and Peter Watsones, merchants burgesses of the said burgh, who being sworn by William Riddell, bailie there, deponed that Thomas Gaston in Lessudden in the said Peter's house paid to Andrew Garland 14 l. Scots as part of 15 l. 5 s. and also 15 s. Scots, so rests but 10 s. Signed by William Riddell, and Andrew Andisone, clerk. 10 s. paid judicially.—Same day, absolves defender. in respect of these depositions produced from the bailie of Selkirk. Gastoun v.  
Garland.

William Henderson in Bentmiln sues Patrick Blakie, younger, in Calfhill, for 5 l. Scots as agreed-on price of half a boll of oat meal bought in March 1657, to be paid on 11th June thereafter. Decerns on pursuer's oath. Henderson v.  
Blakie.

Also sues him for 12 l. promised for a year's service



wrought by pursuer's son, William, to him from Whitsunday 1657 to Whitsunday 1658, with three ells of 'gray of bounty, at 24 s. the ell, and two ells of plaiding at 7 s. the ell. Decerns on pursuer's oath, modifying 20 s. for the gray and 6 s. for the plaiding; principal, 10[?] l. 5 s., expenses, 26 s. 8 d.

Act, Goodwife  
of Sorrowles-  
feild v. Janet  
Scheill [*sic*].

Complaint by Isobel Lythgow, goodwife of Sorrowlesfeild, and William Edgar, procurator fiscal, for his interest, against Janet Steinsone in Craixfoord, as follows:—Five weeks past last Sunday the said Janet came to complainer's house in Sorrowlesfeild, when she and her whole family were at Ersiltoun church except one servant woman who kept the house, and took away a full of bear and pease in time of divine service, which she hid in a yard in Craixfoord, 'and wes thairefter found out be Thomas Sclaitter, John Chisholme and John Feirgreive, as indwellaris there, which they maid knowin and divulgite to the persewar, and thaireftir scho tooke the samene from the place quher it wes hidden in into hir awin house; and being ryped be your Lordships order be Alexander Uschar, officer, both for that and uther things the persewar wantit, fand nothing in respect scho had dismissit these except onlie the said full beir, and wes thairefter brocht to thes towne quher it is yit in Thomas Law his house.' She ought therefore to be fined and punished conform to the acts of Parliament and common practice. Further she 'does oppinlie calumniat the persewaris deceist parents, speiking of them such scandelous words and speitches as is not worthie repetitioun.' Defender confesses she reset and brought from Sorrowlesfeild the time libelled a peck of victuall 'quhich was delyverit to hir be the goodwyffes servand woman'; admits last part to pursuer's probation; who passes from the whole; ordains defender to become acted not to trouble the pursuer in time coming by word or deed, under pain of banishment, who willingly enacted accordingly. George Wallace, notary, signs for her.

Melrose, 2d October 1658, Gideon Jackson

Complaint by Margaret Ker, widow of James Cairn-  
eroee of Calthill, and Anthony Murray now her spouse, Ker v. Cairn-  
cross.  
against Barbara Cairneroe, wife of Mr. William Duguid,  
minister, portioner of Apletreaves, as follows:—About  
seven years ago Margaret Ker sent in to Edinburgh with  
Marion Fogo in Blainslie the sum of 18 l. Scots, which  
the said Marion delivered to the said Barbara 'to have  
bocht ane pair of good and sufficient new plaids with to  
the persewar,' as she had before promised to do and had  
asked the money to be sent; yet neither are the plaids  
delivered nor the money returned. Defender confesses  
receipt of the money, but alleges pursuer owed her a greater  
sum. Deerns upon her confession, and pursuer to find  
caution before extracting to answer at defender's instance;  
Andrew Cuik in Melros becomes cautioner. Expenses, 40 s.

Anthony Murray sues Alexander Usher in Melrois who  
received from pursuer about 5 or 6 years ago in presence Murray v.  
Usher.  
of witnesses 4 rex dollars, value 11 l. 12 s., to account of  
his feu maills of Ladopemure, for which he promised a  
discharge, 'and which sowme wes nowayes allowit be the  
defender to the persewar duiring the defenders tyme in  
the serviee of chamberlanrie,' and though the pursuer has  
since paid all bygones, the defender will not restore the  
said money. Ordains pursuer's procurator to find caution  
to answer, and defender to have a copy of the elaim to  
advise with his oath, to which it is referred.

Melrose, 16 October 1658, Gideon Jackson

John Fischer of Westerhousbyre complains that James Fisher v.  
sundry.  
Moffitt, James Merser, taeksmen of the half of Eister  
Langlie, and William Fiseher, his brother, portioner  
thereof, both daily and nightly 'eat his gres and pasture-  
age with thair horsses, nolt and scheip, upon the saids  
lands of Housebyre'; and desires an aet of neighbour-

hood. The judge grants the act and ordains each horse to pay 4 s., each nolt 2 s., and each sheep 4 d.

Bell *v.* sundry.

Complaint by Francis Wauchope, brother of Sir James Wauchope of Nidrie, assignee from Mary Johnnestoun, widow of Mr. James Thomesone, with consent of Timothy Bell now her husband, to the annualrent of the principal sum of 3600 merks due to them from the valued teind duties of the lands of Ridpeth, and George Bell, present tacksman thereof, against John and William Andersone, portioners of Ridpeth, John Rodger, portioner there, and Andrew Cairneroce, portioner there, who are owing as follows, John Anderson 6 l. 7s. 1 d. of crop 1657, and 12 l. 14 s. 7 d. of crop 1658 ; William Anderson 10 l. 11s. 10 d. [?] of crop 1657, and 21 l. 8 s. 8 d. of crop 1658 ; Andrew Cairneroce the same, and John Rodger the same, all as their proportions of the above annualrent, which they were accustomed to pay to the said Francis and his cedents, and now the tacksman claims payment, which is refused. Being examined, the defenders confess the debt, and are ordained to pay the said sums to the said George Bell during his tack ; expenses, 4 l.

Watson *v.*  
Davidson.

Isobel Watson, wife of George Adinstoune in Phanes, sues Robert Davidstone in Blainslie for 8 l. of fee 'for hir service and scheiring in harvest 1656.' Held as confessed ; 13 s. 4 d. of expenses.

Act, Threip-  
wood *v.* New-  
houses.

Complaint by James Moffit, portioner of Threipwood, Archibald Moffitt, portioner there, James Mein, portioner there, and William Moffitt, portioner there, and the rest of the feuars and possessors thereof, against John Lythgow, portioner of Newhouses, 'who daylie and nichtlie oppressis, pastures, hirds, feids, keipes and lawis his haill bestiall, horses, nolt and scheip upon thair ground and lands of Threipwood,' and desiring act of court for stopping him. Decerns conform, and ordains every horse to pay 4 s., every nolt 2 s., every soom of sheep 4 s., when found pasturing as above.

John Miln, portioner of Newtowne, sues Thomas Law, Miln v. Law.  
weaver in Melrois, for 6 l. 12 s. Scots borrowed in March  
last. Held as confessed; 10 s. 8 d. expenses.

David Unes, portioner of Lessudden, complains that Unes v. Eccles.  
Mungo Eeckles, servitor to John Bunyie, portioner of New-  
steid, who at Whitsunday 1657 promised to serve him till  
Martinmas thereafter for the same fee as he had shortly be-  
fore served him for, viz. 6 l. Scots and a boll of bear, price  
6 l. 6 s. 8 d. and a pair of shoes worth 12 s. 'or according  
to the actis of the justices of peace which is ten pundis, or  
aither of them at his option, and gave him his hand thair-  
upon'; yet he remained with William Ker and broke  
his condition, whereby the pursuer was destitute of a ser-  
vant. Defender denies the promise; pursuer to prove.  
John Unes in Lessudden depones that Mungo Eeckles  
'gave David Unes his hand to serve him half ane yeir  
lybellit, bot knowes not the condition of the fie, bot  
that it wes to agree betuixt them or conforme to the justice  
actis.' James Archbald there depones also as to the  
promise. Decerns defender to pay the fee conform to the  
justice acts, 'which the baillie restricts to iiij lib.'

Melrose, 30 October 1658, G. Jackson

Robert Ker of Fadounsye sues William Fischer in Ker v. Fisher.  
Melrois for 40 merks borrowed 8 or 9 years ago. De-  
fender granted 10 merks and denied rest. Referred to his  
oath, and deponed conform. Decerns for 10 merks;  
absolves from the rest.

John Turnebull of Catpair sues John Henry in Allane- Catpair v. Henry.  
schawes for 48 l. Scots as the agreed-on price of 80 lambs  
bought from pursuer at Whitsunday 1657, at 22 l. the score,  
the pursuer granting receipt of 40 l. thereof. Held as  
confessed, 3d diet, defender absent; expenses, 3 l. 6 s. 8 d.

Robert Mein in Newsteid sues Margaret Brown in Mein v. Brown and Stenhouse.  
Melrois, cautioner for the deceased Helen Bowar there, for



3 l. contained in the sheriff's decret two years ago and still unpaid. Decerns the cautioner to pay 20 s. 'in compensatioun of the 3 lib.' Also sues Thomas Stenhou, portioner of Newton, who owes him 25 s. Scots borrowed from the pursuer in Selkirk 4 or 5 years ago. Held as confessed, 3d diet.

Walker v.  
Darling.

George Walker, elder, burgess of Lawder, sues Thomas Darling, elder, wright in Blainslie, for 50 merks 'as dew contentatioun and satisfiatioun to him (by and attour any thing he had formerlie received) for defending and persewing in the actiounes persewit against Margaret Davidsons and John Darling hir spous and hir sone be them against James Davidsons in Jedburgh, Kelso and Melrois, respective, and advysing the said Margit and hir spous there causes (in Edinburgh with men of law).' Held as confessed, defender absent; modifies 20 l. 'in compensatioun of all'; expenses, 33 s. 4 d.

Melrose, 13th November 1658, G. Jackson

Dagleish v.  
Henry.

Adam Dagleis in Wheithope sues John Henry in Allane-schawes for 52 l. 11 s. Scots for oats bought from pursuer and James Donaldsons in Blainslie. Decerns as confessed, 3d diet, defender absent, and his procurator produced no defence.

Cochrane v.  
Bryden.

James Cochrane in Lessudden, heir and executor to dec. Robert Currae there, sues James Bryden there for 12 l. Scots for ferme bear, due to defunct; which he refuses, 'albeit he enterit in payment with him and payit him a part of ane greater sowme thairin conteinet and als of his faithfull promeis without compulsioun mair xxix s.' Held as confessed, with 13 s. 4 d. expenses.

Scott v. Hall.

Decerns John Hall, sometimes miller at Langschawmiln, now at Longschaw, on his own confession, to pay to Captain William Scott, brother to Galloscheills, 6 l. 10 s. as the agreed-on price of two oak trees bought from the pursuer for the use of the said mill; expenses, 12 s.

Robert Ridfoord in Dernick sues Nicol Merser there for half a firlot of oats yearly for eight years past 'promittit in the bounteth of sum monie and quherin he enterit in payment with him'; also 'for scheiring and tasking,' 3 l. Absolves, pursuer refusing to depone. Merser v. Ridfoord.

John, Earl of Hadintoun, sues William Fischer, portioner of Melrois, who with the deceased Helen Bowar his tenant owed the Earl 83 l. 10 s. for the feu-farm bear of two acres and three quarters of an acre of land in the Annay of Melros, for crops 1649, 1651, 1652, and 1653, and 8 l. 15 s. due by the said William and James Wauch his tenant in the said acres, crop 1656, also 17 l. 10 s. by the said William himself for the ferme of Annay, crop 1657; 109 l. 15 s. in all. Decerns as confessed, with 8 l. expenses. Earl of Hadintoun v. Fischer.

[On a paper attached is the following.]

13th November 1658.—'At and upon the ministeris gleib and Congiltounes hauch, the hie gate contravertit betuixt the two, in presence of Maister David Fletcher, minister at Melrois, Johne Fischer of Westerhousbyre and William Fischer, fear thairof, his sone, all thrie with one unanimous consent and assent hes referrit and referris the differanee and contraversie of the gate and wattergate questionable betuixt them to be cleirit and decydit be' John Moss, elder in Derniek, James Symesone there, Nicol Merser there, Jasper Merser there, George Howholme there, and William Spottiswoode there, with power to set march stones. Each of them being sworn by Gideon Jacksone of Loehhousses, bailie depute of Melroisland, depones as follows:—John Moss, elder, declares 'that the gate is farder wrocht north upon Congiltounes hauch; and declaires for the wattergate he nevir knew it come north upon Congiltounes hauch upon the hie gate but when umquhill Maister Thomas Forrester was labouring to put it that way he was impeidit and stoppit be umquhill Michael Fischer.' James Symesone declares 'the gate

is wrocht farder north, but knowes nothing that it hes bein since Mr. Davids entrie; and for the wattergate, depones *ut antea*.' Nicol Merser declares 'that the gate is wrocht out upon the north since Maister Davids enterie and that the way was much broader at his enterie nor it is for the present, and that the pleuche schoott is out and teillis out neirer and neirer the gate; and declaires the water sould run southward doune through the meadowes betuixt William Bellis meadow and the wooll meadow, and that it was stoppit be umquhill Michael Fischer when it was sett the uther way.' George Howneholme depones as the said Nicol Merser *in omnibus*. Jasper Merser in Dernick depones as they *in omnibus*. George Wallace, clerk, signs for all, as they cannot write.—18th April 1659, march stones set by them in presence of the said bailie, both parties interested being absent from the ground. Extracted from the principal depositions by 'Geo. Wallace, cls.'

Melrose, 27th November 1658, G. Jacksone

Mar v. Cairn-  
cross.

The bailie decerns William Cairncroce of Allaneschawes to pay to Janet Mar 46 s. 8 d. 'for his bairnes part payment.'

Blaikie.

Patrick Blakie, younger, in Calfhill, sues James Mein in Westerlonglie for 13 l. 6s. 8d. 'for four oxines gres delyverit be the defender to the persewar at Witsonday last and promittit payment schortlic thereafter, and yit refuissis.' James Mein 'grantit he maid no pryce bot als uther men gave, and that he took twa of them away at Sanct Bernimousday.' Pursuer depones 'he gott 3 lib. for anc in Boldsyde.' Decerns, with 20 s. expenses.

Darling v.  
Darling.

Complaint by Andrew Darling, portioner of Apiltreicleives, against John, Philip, and Robert Darling, children and executors to the deceased Robert Darling, portioner of Apiltreicleives, and Margaret Darling, his widow, their overseer and administrative, as follows:—The defunct

set to him on a five years' lease the third part of the lands of Apiltrieleives 'abone the Bray,' and the pursuer has paid out to Lord Hadintoune's factor for these lands beneath the Bray possessed by the said deceased Robert and his tenants yearly for 1655, 1656, 1657 and 1658 the sum of 7 l. 11 s. 1 d. Scots for the teind and tack duty of the lands 'beneath the Brae,' which the defenders ought to pay, but refuse. Held as confessed.

Also he sues them in respect that the defunct on 31 August 1657 granted receipt of a deereet of valuation of the parsonage teinds of the lands of Langhauch given by the commissioners of valuation on 9th and 16th December 1609, and a tack of the vicarage teinds of Apiltreeleives and Longhauch dated . . . , to be redelivered before 31st August 1657, under a penalty of 40 l. ; yet they refuse to deliver the deeds. Continued.

James Mein in Wester Langlie sues Patriek Blakie, Mein v. Blaikie. younger, who in May last bought from Thomas Elphingston in Galloscheills 3 bolls of bear at 7 l. the boll, and the pursuer became cautioner for the payment at Michaelmas thereafter, now past ; and though payment is made, Patriek Blaikie will not relieve him. Decerns on defender's confession, with 26 s. 8 d. expenses.

James Bowston, portioner of Galtounesyde, sues Thomas Boston v. Wilson. Wilson, heir and executor to deceased Patriek Wilson in Galtounesyde, his uncle, for delivery of a feather bolster worth 10 merks, and a covering worth 3 l., lent to defunct about 4 years ago, promised to be given up on demand. Defender granted his intromission and referred the worth to the pursuer's oath. Ordains to deliver back the bolster or 5 l. therefor, with the covering.

John Notman, miller at Longsehawmiln, complains that Notman v. Bellenden. William Bellendain in Ladopenure will not pay to him 8 l. due to pursuer by Mr. Archibald Murray, who gave preecept to defender for payment thereof out of what he owed to the said Mr. Archibald. Decerns as confessed, with 13 s. 4 d. expenses.



Richieson and  
Purves v.  
Blaikie.

Thomas Purves in Catpair, whom Barbara Ritchiesone his sister-in-law assigned to the sum, against Patrick Blaikie, younger, who borrowed from her 4 l. in 1645 and promised payment with a 'quarter of wool' for annual rent. Decerns as confessed, the assignation being produced.

Also sues James Barrie in Dykes for 4 l. as balance of price of 9 thrieves of straw bought from said Thomas 5 years ago. Continued.

Hislop v.  
Adamson.

Claim by John Hislope, merchant in Jedburgh, against James Adamesone in Blainslie, to relieve him in respect of 9 l. Scots as balance of price of a black mare bought from William Scott, flesher in Jedburgh, who has obtained decret against Hislop as cautioner before the provost and bailies of Jedburgh for the debt and 13 s. 4 d. expenses. Decreet produced, decerns, with 13 s. 4 d. expenses.

Hietoun v.  
Ridfoord.

Robert Ridfoord in Dernick sues Andrew Hietoun there for 'thrie half firlottis aitts yeirlic thir sevin yeirs bygane for bounteth of monie,' which he began to pay. Absolves.

Ridfoord v.  
Hietoun.

Also 11 s. [? 2 s.] for each of 8 days 'goeing at his pleuch,' and 5 s. for each of 3 days shearing, and 17 s. for a 'scheip bouk.' Decerns on defender's confession for 40 s.

Phaup's  
admission.

Andrew Phaupe was admitted officer 'for good service done and to be done,' who gave his oath *de fideli*.

Bennet v.  
Riddell.

Nicol Bennet in Lessudden sues Andrew Riddell there for a boll and 'ane meikill full' of bear promised at Michaelmas last 'for Patrick Riddell his brothers debt conteinet in ane decreit obteinete be him against him 14 Febuary 1658.' Decerns as confessed, bear at 7 l. 10 s., with 13 s. 4 d. expenses.

Melrose, 4 December 1658, G. Jackson

Moffit v.  
sundry.

Complaint by Archibald Moffit, portioner of Threipwood, against John Lythgow in Newhouses, Alexander Hay, sometime portioner of Threipwode, now in Colmeslie, and

James Moffit, portioner of Threipwood, as follows :—On 23 August 1656 and 31 October 1657 Margit Boyd, wife of Adam Darling in Westhouses, obtained two decreets against him for payment of 9 l. 6 s. 8 d. as the balance ‘ of ane sojors hyre *in anno* 1650,’ which he was to pay for his proportion and theirs, for the lands possessed by them, being for each husband land ; which they will not relieve him of. John Lythgow, for two lands and a half, and Alexander Hoy for one land, and James Moffit for one land, and the complainer for one land, each land stented to 32 s. Scots ; John Lythgow’s expenses 6 s. 8 d., each of the rest 3 s. 4 d.

John Riddell in Newtounne sues James Laidlaw there Riddell v.  
Laidlaw. for 7 l. 10 s. Scots ‘ for land teilling this present cropt and yeir 1658.’ Defender alleged pursuer ‘ had not teilled the fauch.’ Decerns to pay 7 l. 10 s. and the pursuer ‘ to teill the fauch ; modifies 13 s. 4 d. for each yoking.’

Claim by Thomas Bowston in Galtounsyde against Boston. Patrick Blakie, younger, in Calfhill, who a month before last Michaelmas sold him 3 bolls of bear at 7 l. the boll, ‘ with a litle full in therto,’ to be delivered at Martinmas thereafter, and he was to carry the bear or pay 6 s. for the carrying of each boll. Decerns for the bear or the sum acclaimed ; expenses, 36 s.

William Bell in Galtounsyde sues Janet Melros in Melrois Bell v. Mel-  
rosc. for 3 l. and two ‘ scheir dargis ’ or 4 s. for each of them, for the year’s maill of a house in Melrose let by him to her, due at Whitsunday 1658. Ordains to pay 40 s. ‘ in compensatioun of all.’

James Rodger in Ridpeth sues James Leithane in Roger v.  
sundry. Galtounsyde, John Broun in Ridpeth, and Andrew Winter there, for 5 l. 12 s. 8 d. due by Leithane, 36 s. 10 d. by Brown, and 32 s. 4 d. by Winter. Held as confessed.

Melrose, 25 December 1658, G. Jackson

Caldeleugh vs.  
Adamson.

Complaint by Thomas Caldeleugh in Blainslie against James Adamesone there, as follows :—Att Whitsunday last James Lythgow of Drygrange set a tack to the pursuer of his 'thrie half lands' in Blainslie with houses and pertinents, 'except ane house and halle and yard formerlie possest be unquhill Issobell Stirling,' for 5 years from Whitsunday last, for yearly payment between Yule and Candlemas of ten bolls victual half meal, half bear, Roxburgh measure, with six kayne fowls yearly ; and the defender having as he alleged obtained James Lythgow's consent came thereafter to the pursuer and took the subjects from him in presence of witnesses and has possessed the same since and pastured his beasts thereon, promising either to take assignation of the said tack or obtain a new tack. But James Adamson refuses to do so, and 20 days ago came to the pursuer and surrendered the property, and ought to relieve the pursuer of the year's duty and other conditions of the tack.—16 October 1658, probation, and meantime the bailie grants warrant for arrestment.—30 October 1658, ordains George Walker to see and answer. 13th November 1658, pursuer to reply to defences. Defender compeared and renounced his tack of the lands, to quit at Whitsunday next 'reserveand the cropt.' Follows the defences for James Adamesone in Blainslie against Thomas Caldeleuch in Braidwoodscheill [*sic*]:—1. No process before the bailie of Melrose, not being judge competent, the claim 'being in valour far above 40 s. sterling monie, and be the lait actis of union and act of grace no barron baillie hes powar and jurisdiction in materis abone the worth of 40 s. sterling.' Second, libel not relevant unless the pursuer referred verity to defender's oath, 'becaus one tak of land or houses is onlie probable be witnesses for one yeir.' 3. defender ought to be assoilzied because any tenant 'tho obleiset by ane tak, if he will mak faith that he is not able to labour the ground and pay the dewtie' (may resile), much more in this case where there is no

written tack but a pretended condition or intention to accept a tack, which the defender might resile from any time before the subscribing thereof ; and he hereby resiles, and judicially renounces the lands and houses, and declares he will remove at Whitsunday next, and protests to be free of all dues after that term. The pursuer answers, 1. the bailie is judge competent in respect the payment is not in money but victual, and in regard to the subscribing of the tack. 2. the pursuer may either prove his claim or refer to defender's oath, at his option. 3. there is no such practice as is alleged of a tacksman renouncing his tack because he cannot labour the ground or pay the duty, and if such is the case, the pursuer ought to have inspection thereof ; and as to pretended conditions, the defender has not performed any and declares he will not. Defences repelled, and claim admitted to pursuer's probation.—11 December 1658, ordains to produce his tack.—Judge finds the libel sufficiently instructed by the Tack produced granted by Drygrange to the pursuer, and ordains defender, who confesses possession and inability to fulfil the conditions, either to find caution for payment of the tack duty, crop 1659, and performance of the other conditions, and to remove at Whitsunday next from the houses and grass, and from the arable land ' at the separatioun of the cornes off the ground,' or else to remove presently from all and repossess the pursuer, paying for the pasturage and grass of the defender's goods on the ground since last Whitsunday, the sum of \_\_\_\_\_, in satisfaction of all conditions and damage and costs the pursuer can claim. Defender confesses 15 sooms of bestial at 5 merks each soom. Caution to be found within four days, after which extracting to follow ; 6 l. 13 s. 4 d. expenses.

Melrose, 8th January 1659 ; G. Jackson

Janet Leyes, wife of Nicol Uschar in Brigend, sues Adam Hislope in Longschaw for 4 l. Scots as the balance of 36 l. for oats bought from her or her husband through George Scott in Greinshills in Gallowatter in 1651, with

Leyes and  
Usher v.  
Hislop.



two years' interest for the full principal sum, being 4 l. 6 s. 8 d. Decerns on pursuer's oath for the 4 l. of interest; absolves for the other 4 l. claimed, as pursuer refused to depone.

Drygrange v.  
sundry.

James Lythgow of Drygrange complains against 'the haill inhabitants of Galtounsyd' for cutting, destroying and removing 'the wood brome and hether' off his grounds and lands of Drygrange; desiring act of court with penalties to prevent future damage and that the 'bourlamen' in Galtounsyde may be permitted to poind contraveners as they have been in use to do formerly. The bailie ordained pursuer to prove his claim 'befor the act could be extendit, and in the meantyme he presentlie grantit the desyre of the bill and that under the pain of ten merks Scotts.'

Boston v.  
Henderson.

Complaint by Thomas Boustoune in Gattounsidge Drygrange [*sic*], assignee of Isobel Boustoune, only lawful sister of deceased John Bowstoune, sometime servitor to deceased Hew Bell of Eister Langlie, and executrix testamentar and intromitter with all his goods and debts as contained in his testament confirmed 27 October 1656, as follows:—Margaret Hendersone, widow of James Mar, portioner of Gattounsidge, and Andrew Mar, their eldest lawful son and heir, were addebted to the dec. John Bowstoune 50 merks with a year's interest due at Martinmas 1650, and 100 merks with three years' interest then due, and the annual-rents for the past eight years, extending to 62 l., the whole debt thus being 162 l., which Isobel assigned to Thomas on said 27 October 1656. Pursuer compearing, with John Bunyie his procurator, produced the Testament and Assignation; defenders compearing by Andrew Tunno, notary in Melrose (at least as procurator for Andrew Mar) gave in following defences:—that the Testament makes no mention of the said Andrew Mar as debtor, but only of Margaret Henderson his mother; and he denies either directly or indirectly borrowing sums from the defunct. It is answered, Andrew Mar cannot deny being heir to his

father James Mar, as intromitter with his father's goods, so he and his mother ought to pay. It is replied that the answers are not categorical.—The judge finds that pursuer or his cedent can have no action against Andrew Mar because he is not debtor in the Testament produced, and he cannot be sued as heir to his father except the debt were owing by his father either by bond or otherwise acknowledged in his testament and his son confirmed executor to him, which is not instructed, and seeing Margaret Henderson is only executrix she ought to be distressed before the heir can be pursued; so he absolves Andrew Mar from the pursuit, and decerns Margaret Henderson and James Bowstoune, now her spouse, to pay the principal sums and annualrents contained in John Boston's testament, and no further.

[*Extracted in full.*]

Melrose, 22d January 1659, G. Jackson

Janet Ker in Bowdon sues George Blakie in Melrois for Ker v. Blakie. 7 l. 11 s. Scots as price of two quoys bought from her before last Martinmas, and which he promised in her name to pay to the Earl of Roxburgh's chamberlains for rent owing by her. Defender confesses promising payment to Andrew Plumbar, chamberlain, or Andrew Turneble in his name. Decerns on his oath. '*Nota.*—The samene was arreisted at the instance of Robert Ker of Fadounsye, and the defender declairit the promeis was maid befor the daitt of the arreistment.'

James Rodger in Ridpeth sues James Hunter there and Rodger v. sundry. William Hunter there, for 6 l. 4 s. 4 d. and 14 l. 11 s. 2 d. respectively due by them of borrowed money. Decerns as confessed, defenders absent.

Robert Ker of Fadounsye sues James Wauch in Melrois Fadounsye v. Wauch. for 60 l. Scots borrowed 8 or 9 years ago.—Thomas Look-up, wright in Melrose, depones he knows nothing of the debt, 'bot hard the Laird crave James Wauch and that

Andro Tunno and Andro Phaupe offerit Fadounsylde fourtie merkis in James Wauchs name, bot knowes nothing quhither James Wauch wes content of it or not.' Andrew Tunno in Melrose depones that 'Fadounesyde and James Wauch being in his house both pairteis wes saying they wer auchtand utheris, and that he hard either of them crave uther, but what the certantie of the bissines wes knowes nothing.' James Ker in Melrose depones that about this time twelve month in Andrew Tunno's house he heard as above. Andrew Phaupe in Melrose depones 'that at that tyme in Andro Tunno his house efter submissioun be Fadounsylde and James Wauch to Andro Tunno and me wee ordained James Wauch to pay to Fadounsylde fourtie merkis Scottis befor Candlemes thereafter, and that the said James offerit his word for the samenc.' Thomas Law in Melrose depones 'he and James Ker wes dayismen in Mungo Donaldsones and hard Fadounsylde crave James Wauch, and that sumtymes 60 lib. and sumtymes 45 lib., and that James Wauch said he had payit 36 lib., bot to take away all contraversie he desyrit Thomas Law to give him a pleuch.' Thomas Lookupe, again examined, depones that 'all bussienes betuixt Robert Ker of Fadounsylde and James Wauch being referrit to Andro Tunno in Melros and Andro Phaup, the said Andro Tunno and Andro Phaupe ordained and decerned the said James Wauch to pay and delyver to the said Robert Ker the sowme of fourtie merkis Scotts monie betuixt the day and dait foirsaid and Candlemes nixt thereafter, and that the said James wes willing to give his bond or word for the samenc.' (This deposition taken on 21 January 1659 by Andrew Phaup extrajudicially.) The judge finds by the depositions of Lookup and Phaup that defender was ordained to pay 40 merks to pursuer in satisfaction of the claim, and thus the judge decerns, absolving him from the rest.

Mein v.  
Blakie.

James Mein in Longlie complains against Patrick Blakie and George M'Callo, tenants in Calfhill, whose horses, nolt and sheep have eaten and destroyed 'to the persewar in

harvest and sumer last in Calfhill the number of        bolls  
aitts and comprysit to the foirsaid skaith be John Hall,  
Adame Hislope and William Bellendain, at        the boll.  
'Comprysers present sworne ordanet to give in the skaith  
under thair hands. Decernes conforme to the following  
in the succeeding clame.'

Patrick Blakie in Calfhill complains that George M'Callo and William Scott there have by their horses, nolt and sheep eaten and destroyed        bolls of oats at        the boll with the fodder, comprised by the above persons, as follows:—'Wee, John Hall, John Blakie, Adame Hislope, and William Taitt, past to the ground of Calfhill and sighted and comprysed the corne there in beir and oattis belonging to James Mein and Patrick Blakie, half ane boll beir, twa bolls and ane half of infeild aitts, the one half belonging to James Mein, the uther to Patrick Blakie, and twa bolls and ane half of infeild aitts belonging as said is.' Decerns conform, modifying 8 l. the boll of bear, and 6 l. infield oats, and 5 l. outfield. '*Nota*, to each persewar 15 l. 10 s. Decernes Patrick Blakie to be debtor to James Mein.'

Blakie v.  
Maccalo and  
Scott.

Margit Elleis in Melrois sues Patrick Blakie and George M'Callo, tenants in Calfhill, and John Ker of Preiston their master, as cautioner, for 24 l. 12 s. 'for trouperis quartering is, quherof they promittit hir payment at Mertymes last.' Decerns 'for quhat is justlie awin,' with 26 s. 8 d. expenses.

Elleis v.  
Blakie.

George Purves, servitor to Isobel Lythgow, goodwife of Sorrowlesfeild, sues Margit Darling, widow and executrix of Robert Darling, portioner of Apiltreceives, who before his death in February 1658 was due 8 l. Scots to the pursuer as the balance of 'four yeirs fies for service preceeding his deceis.' Decerns on pursuer's oath, third diet; 20 s. expenses.

Purves v.  
Darling.

Complaint by James Lythgow of Drygrange 'against upon William Andersonc, portioner of Ridpeth [*sic*] makand

Ja. Lythgow v.  
Johnc Rodger.



mentiou that quheras the said John Rodger' [*sic*] owes him certain annualrents as follows :—10 l. 13 s. 4 d. Scots yearly for the terms of Whitsunday and Martinmas 1644, 1645, 1646, 1647, 1648, and 1649, and 8 l. yearly for 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, and 1658, extending in all to 136 l. as the annualrent of the principal sum of 200 merks due by John Rodger's bond to the complainer dated 18th March 1644, 'registered in the court books of justice and ane decreit of the judges therof interponnet therto, upon the 24 Junii 1658'; further for Mart. 1645 5 l. 6 s. 8 d., and 10 l. 13 s. 4 d. yearly for 1646, 1647, 1648, and 1649, and the sum of 8 l. yearly for 1650-1658 inclusive, extending in all to 120 l., as the annualrent of other 200 merks due by John Rodger's bond to the complainer dated 18th June 1645 and registered as above; total 256 l., whereof is to be deducted 'for the pryce of ane kow, 35 lib.; for sex young beists gress a sumer tyde, 10 lib.; item, payit in May 1658, 24 lib.'; in all, 69 l., so rests 187 l.—Pursuer compearing by John Bunyie his procurator, produced the two bonds, and the defender confessed the annualrents as above to be due, but alleged that the pursuer had received from the deceased Isobel Ritchiesone the defender's mother, in his name, 32 l. more than is mentioned for deduction, and had not granted receipt. The pursuer is ordered to give in a subscribed declaration theranent, which he does, on 24th [*sic*] January 1659 declaring he received nothing but what is formerly set down. The bailie ordains John Rodger to pay 187 l. to pursuer, with of expenses.

Melrose, 12th February 1659, G. Jackson

Brown v. Rid-  
foord.

William Broun in Morieston sues Thomas Ridfoord in Melrois for 4 l. 16 s. Scots as the agreed-on price of 'twa stalkis of peitts' led by him in summer last, to be paid at Martinmas. Decerns as confessed, defender absent.

Home v.  
Henryson.

George Home in Hespieschaw sues John Hendersone in Blainslie for 6 l. 3 s. 4 d. Scots as the balance of 25 l. 6 s. 8 d.

for certain 'weatheris' bought from pursuer at Martinmas last, to be paid at St. Stephanes day last. Decerns on pursuer's oath, with 16 s. 8 d. expenses.

Thomas Selaitter in Clarielaw sues Thomas Stenhouse Sclaitter v. Stenhouse. in Newtowne for 10 l. as the balance of price of 7 bolls of bear bought from pursuer at Michaelmas 6 years past. Decerns on pursuer's oath, for 9 l., defender referring it thereto.

Alison Bowar in Ersiltoun craves payment from James Haistie in Blainslie, as brother and excecutor to the deceased Isobel and Margaret Hastie, of 5 l. Scots partly borrowed and partly in payment of harden cloth, due by the said defunets to her. Defender denied the claim, which he referred to pursuer's oath, who depones the defender became debtor. Decerns, with 10 s. 8 d. expenses. Bowar v. Haistie.

Claim by John Turneour in Greinshills in Gallowater against James Turneor in Over Longsehaw, intromitter with the goods of John Turneor his brother, who at the time of his going to France owed the pursuer 40 s. Scots for tailor work and gave order to the said James to pay. 'Ab[solves] the persewar [*sic*] in respect the defender cannott prove the samene.' Turner v. Turner.

Ordains John Hendrie in Allaneschawes to pay to James Donaldson in Blainslie 36 s. on his own confession. Donaldson v. Henry.

John Bowstoun in Dernick complains against Helen Hair, his late servant, who without his knowledge intromitted with 'ane wairp with James Eilleis weivar in Melrois laitlie deccist, als much lynning yairne as wald lane[?] and wairpit aueht elnes of lynning at fiteine schillings the elne, *inde sex pundis*,' which sum she ought to pay conform to a decreet arbitral. Margaret Chisholme depones she received some cloth, but what was of it knows not. Decerns Hair to pay the same, and the decreet arbitral produced by pursuer to be delivered up to him. Boston v. Hair.

Stirling v.  
Romanus.

Complaint by Bessie Rolmainhous in Blainslie, and the fiscal for his interest, against John Stirling there, who on the            day of            1659 'hes teild upe severall merehe stounes betuixt them and not content thairwith quhen scho did reprove him therfor he did stryke hir upon the head with ane hissell rod twa severall tymes.' For this oppression and riot he ought to be fined.—12 February 1659, defender denied claim; fiscal referred it to his oath, who deponed he never struck pursuer or 'teild upe' the marche-stones. Absolves.

Edgar v. Rid-  
peth.

Decerns Alexander Ridpeth, wright in Melrose, to pay to William Edgar there 30 s. Scots 'for deficiencie of the mentinance *in anno* 1655 for his proportion of Daniyeltoun.' Decerns as confessed.

Cochrane v.  
Stoddart.

Decerns James Stoddert in Lessudden to pay to William Cochrane, candlemaker in Kelso, 5 l. Scots for the agreed-on price of 'certane sybeis' bought from him on 1st July last, to be paid at St. James day thereafter. Held as confessed.

Melrose, 26 February 1659, G. Jackson

Purves v.  
Darling.

Claim by Margaret Darling, widow in Apiltreeleives, against George Purves her servant, who about 2½ years ago intromitted with and took away 'ane yew hog' belonging to Robert Darling her husband and to her, worth 53 s. 4 d., and he ought to pay it and the interest thereof; also in oatseed time four years ago he 'burstit' a mare, worth 50 l., 'puting and binding three harrowes together for hes sueirnes to lift the ane at the land end.' Defender denied the claim, but granted he bought 3 hogs, and deponed he did not meddle with the hog libelled. Absolves from both points.

Bryden v.  
Turnbull.

Robert Brydin, son of James Brydin in Lessudden, sues Andrew Turnebull there for 5 l. Scots of fee, five half firlots of bear of bounty, six loads of peats leading at 6 s. the load, for his bounty, for service wrought to defender

from Whitsunday to Martinmas 1658; and he also promised to bring the pursuer's father two loads of peats from Huntliewood at 6 s. the picce, so 12 s. Defender granted the fee and half boll bear and four loads of peats. Ordains to carry two loads, absolves from the rest of the peats 'for want of aucht dayes service'; modifies for the half boll bear, 4 l. 6 s. 8 d. Expenses, 16 s. 8 d.

Barbara Law in Melrois sues Alison Bowstoun, wife of John Halliewooll in Galtounesyde, in respect that about ten years ago the said Alison bought and received from her and her deceased husband 'half [*sic*] pryce therof thrie pundis Scotts,' who refuses to pay. Defender depones she paid the debt 'at umquhill John Wright the persewars husbands directioun.' Absolves. Boston v. Wright.

James Fogo, servitor to George Home in Hespieschaw, sues John Hendersone in Blainslie for 10 l. 7 s. as the agreed-on price of a two-year-old staig bought from pursuer at 'Luikday last,' to be paid at Candlemas. John Henderson's wife grants 9 l. 10 s. Decerns. Fogo v. Henryson.

Margaret Eilleis in Melros complains that Andrew Penman there at Martinmas last intromitted with and took away 'ane rig of broome of hers in the wards of Melros' valued at 10 merks, which he ought to pay, besides a fine of 40 s. conform to the act of court. The bailie ordained William Edgar, Thomas Mar, James Wallace, John Wallace, smith, and Adam Lythgow, 'to pas and sicht the ground and report to quhom it belongs with the broome.'—26 February 1659, they declare that 'that rig of broome which Andro Penman did pull does belong to Andro or James Riddells.' Absolves at Margaret Elleis' hands only. Penman v. Ellis.

Claim by Agnes Gastoun, widow in Lessudden, against Alison Milne, widow of James Riddell, portioner of Newtowne, and exeeutrix dative to him, which James Riddell at his death in April 1655 was owing to the pursuer 80 l. Scots as the balance of the price of some bear bought from her several crops before. Pursuer compeared with Andrew Gastoun v. Milne.



Tunno, notary in Melrose, as procurator, and defender compeared with John Bunyie in Newsteid as procurator, and gave in the following defences (' the lybell persewit be Agnes Gastoun in Newtounne [*sic*] against hir '):—It is granted that defender's husband made several bargains with pursuer and was owing her the sum libelled in 1650, at which time he made his testament, and thereafter five years intervned before his death, during which time he paid up the full debt. The pursuer is *mala fide* to prosecute, as it is notourly known to the whole regality that she was apprehended and imprisoned 'for ane witch' in 1650, and her oath of calumny cannot be taken nor can the defender refer any matter to her oath. In answer thereto the pursuer 'renders thanks' to defender's prolocutor for the acknowledgment of the debt being due in 1650, and further proof of the debt is needless, and so it is craved that the defender may prove payment by writ since that time, for as the debt is contained in a testament given up by the mouth of the defender's husband so they must take away writ by writ. And whereas the defender says the pursuer is *mala fide* to prosecute, as having been apprehended for a witch, 'givand and nocht grantand that scho wer a witch it followes not in law scho can or sould be denudit of the law.'—The judge finds the debt was due in 1650, and ordains defender to prove posterior payment either by writ, witnesses, or oath of party. The defender desired the pursuer's oath of calumny, who deponed the cause of pursuit to be just and not of malice ; on witnesses for the defence being examined. James Cochrane in Lessudden, married, 50 years, depones he heard James Riddell 'say he had the money lybellit in his pockit to pay the persewar, bot he saw none delyverit to hir, and that John Coatt and James Riddell went away both from him.' John Coatt, the pursuer's son, depones he knows nothing as to payment of the money, received none from Riddell, and never saw any delivered by him to his mother. Thomas Hunter in Lessudden depones *quod nihil novit*, and so depones Walter Coat. George Wallace, notary in Melros, depones 'that umquhill James

Riddell not long before his deceis said to the deponer that he had payit Agnes Gastoun the fourscour punds aeclamed and that he was awin hir nothing, and desyrit the deponer to mark it payit in his testament, which he accordinglie did marke, as will appear thairby, and desyrit him to keip the testament in his custodie in respect of sum provision of his childrein begottin of his first wyffe.—The judge finds by the depositions that the defender has failed to prove payment subsequent to 1650, and ordains her to pay the same to the pursuer, with 8 merks of expenses.

Complaint by John Notman, miller at Longschaw mill, and Patrick Scott of Longschaw, his master, for his interest, against the following persons for abstracting their multure :—John Lythgow in Newhouses, ‘ane whole yeirs girst extending to sextein bolls oattis,’ ; decerns for the multure thereof. John Hendrie in Allaneschawes, a year’s grist, 20 bolls of oats ; defender alleges he made none but sold all his growing and bought victual for the use of his howse [?], and is willing to bring his grist to the mill after the threshing (except the seed) ; ordains him to pay multure for 16 bolls. Thomas Caldeleuch in Blainslie, a year’s grist, 24 bolls of oats ; John Bunyie compeared as his procurator ‘and wes content in his name to pay quhat onie uther in Blainslie or John Pringill there payes for his land.’ Bessie Darling in Blainslie, for the grist of 20 bolls of oats ‘now presentlie in hir custodie, bocht within the townes of Blainslie’ ; ordained to pay multure for 4 bolls. *Nota*, each 16 bolls oats, the multure whereof is 3 half firlots and a peck ‘schilling’ and a firlot meal, crop 1658, being counted to 3 firlots meal, price 9 l. Total, 27 l. of principal ; 40 s. of expenses.

The court of the lordship and regalitie of Melrois-land haldin within the tolbuith therof be Gideon Jacksone of Lochhousses baillic deput thair of wpon the 12th Merche 1659, court affirmit.’

Eupham Cairneroece, daughter of deceased Nicol Cairneroece of Calfhill, sucs Patrick Blakie in Calfhill for 55 s. as balance

Notman v.  
sundry.

Cairneroece v.  
Blakie.

of a greater sum, and 4 l. for her servant's fee for shearing to him in harvest last, and a firloft of oatmeal in bounty, price 3 l. 10 s., and 4 merks as the price of 4 ells of 'lyning' bought by him from her about Yule last. Held as confessed, 2d diet; principal sum, 12 l. 8 s.; expenses, 20 s.

Bowar v. Rid-  
foord.

Isobel Bowar, widow in Melrois, sues Thomas Ridfoord in Melrois, for 10 l. Scots borrowed from her two years past at Lammas; of which he has paid two years' interest, but not the principal sum or the interest since last Lammas. Held as confessed; 10 l. 6 s. of principal, 13 s. 4 d. of expenses.

Merser v.  
Turner.

Claim by Alexander Merser in Ersiltoun against James Turneor in Longschaw, in respect that between Yule and Martinmas last 'he' sold to 'him' 7 bolls and a meikle full of bear at the agreed-on price of 10 l. the boll, to be paid at Lammas next, and Isobel Smyth, wife of John Notman, at his desire received the same in his name from the defender [*sic*], 'and yit notwithstanding efter scho had received the said beir he hes either sauld the samene over again to ane man of Galloscheills or laid in to the malt,' and ought to deliver him as much and as good bear or the amount by which he is damnified through want thereof. Defender compearing by Andrew Tunno his procurator, denies claim; and this day compearing grants the bargain. Decerns to deliver the bear or otherwise two merks for each boll, as damages.

Brown v.  
Adamson.

James Adamesone in Blainslie is ordered to pay to Margaret Broun, wife of Patrick Fogo in Phanes, 7 l. Scots for her harvest fee. Held as confessed, 2d diet; -20 s. expenses.

Bowie v. Pen-  
man.

Andrew Penman in Melros is ordered to pay to Thomas Bowie, multurer there, 3 l. Scots for the price of meal bought by himself and received by his wife two years ago. Held as confessed, 2d diet; 8 s. expenses.

John Notman, miller at Longshaw miln, and Patrick Scott his master, sue John Moffit called 'the Preist' in Threipwood for abstracting 8 bolls of oats, crop 1658. Deerns for the multure of 3 bolls. Notman v.  
Moffat.

Claim by John Halyday, burgess of Selkirk, against John Merser in Brigend, for 13 l. 6 s. 8 d. Seotts due by him to deceased Thomas Broun in Sunderland and contained in latter's testament confirmed in January 1656, and assigned by his executors to the pursuer. Decerns on production of the testament and assignation; 3d diet; 26 s. 8 d. of expenses. Haliday v.  
Merser.

Melrose, 26 Mareh 1659, G. Jacksone

John Fiseher of Westerhousebyre sues George M'Callo in Calphill for 48 l. Seots as the agreed-on price of 42 lambs bought from pursuer last Midsummer and payment promised at Michaelmas and Martinmas. Deerns as confessed; expenses, 3 l. 6 s. 8 d. Fisher v.  
M'Callo.

Andrew Cairneroe of Wester Langlie desires the judge to interpone his authority to a decret obtained by him on 17th November 1655 against James Thorbrand in Lessudden for 15 l. of principal. Interpones, with 20 s. expenses. Cairncross v.  
Thorbrand.

John Maben in Cobbillhouse complains against Thomas Turneor, servitor to James Lythgow of Drygrange, in respect that at Whitsunday 1658 the defender promised to serve him till Martinmas thereafter, for 10 l. of fee, 6 quarters of 'gray' at 26 s. 8 d. the ell, an ell of white, two pairs of shoes at 12 s. the pair, and he entered to his service and remained till August, and then deserted. He ought to pay the fee and bounty, and also 58 s. borrowed from pursuer and his wife and daughter. Defender alleged pursuer was willing to let him remove at that time; ordained to prove this exeption; resiles therefrom, and refers to pursuer's oath.—Defender absent, pursuer de- Maben v.  
Turner.



pones ' he wes nowayes willing to him to remove bot upon these termes that the defender served either in Roxburgh or Forrest, he promittit to serve him or else give him a lie.' Decerns for the fee, viz. 6 l. 12 s. Absolves from the bounty. Decerns for the 56 s. [*sic*].

Scott v.  
Henryson.

Bessie Scott in Galloscheills, and John Saidler, her spouse, sue Margaret Henrysone, wife of James Bowstoun in Galtounsyde, for 16 l. 6 s. computed in presence of famous witnesses within the past six weeks. Pursuer present, decerns upon her oath for the said sum, ' and declairit scho received no peis for continuatioun of the sowme acclaimed, as the defender allegit, bot that scho receaved half a peck in part of payment therof.'

Brounley v.  
Blakie.

John Brounlyes in Chappell sues Patrick Blakie in Calfhill for 7 l. Scots as the balance of the price of some bear bought 3 years ago. Claim referred to pursuer, who depones for 7 l. less 20 d. Decerns, with 13 s. 4 d. expenses.

James Lithgow of Drygrange v.  
John Rodger.

Complaint by James Lythgow of Drygrange against John Rodger, portioner of Ridpeth, as follows :—The said John has ' wrongouslie cuttit intromittit with and away taiken furth and from the said James Lithgow persewer his wood in Ridpeth the number of twentie oak and uther treis pryce and worth of each trie ,' which he ought to pay, with a fine also for cutting greenwood ; and the pursuer desired the bailie to direct John Mein, portioner of Newsteid, George Bell, William Andersone, and Andrew Cairnroce, portioners of Ridpeth, to sight the ground and report the number and worth of the trees and what damage the pursuer had suffered.—5 June 1658, ordains the said persons or any three of them to report as above.—They find that 14 oak trees are cut and taken away from that part of the wood in Ridpeth above mentioned which pertained to the deceased Thomas Lythgow and now pertains to the said James Lythgow of Drygrange, his son ; report dated at the said wood, 18 June 1658.—

Pursuer compearing by John Bunyie, portioner of Newsteid, his procurator, the defender compearing by Andrew Tunno, notary in Melrose, his procurator, desired the pursuer's oath of calumny before his witnesses be admitted ; pursuer to be present and give his oath before sentence is pronounced.—19 June 1658, Witnesses for pursuer :—George Bell, portioner of Ridpeth, married, 50 years, depones that about 30 years ago the wood was cut by the deceased Thomas Lythgow, and that the trees cut by John Rodger were cut out of the same wood ; ‘ and that it hes bein wed be the said umquhill Thomas and his sone without interuptioun ’ ; knows nothing anent the marches between John Rodger and Drygrange. William Andersone, portioner there, married, 60 years, depones as the preceding ; knows nothing anent the ground and marches. Andrew Cairncroce, portioner there, married, 40 years, depones as above. John Mein, portioner of Newsteid, married, 61 years, depones that about 34 years ago he bought the wood from deceased Thomas Lythgow whence the timber is cut, and declares the trees are cut from the same ground, and that there are about 12 trees cut within the bounds ; knows nothing of the marches. Judge continues sentence till he may advise the process.—30th October 1658, ordains Rodger to be summoned to hear sentence, and pursuer to give his oath of calumny. Defences by John Rodger follow :—Denies cutting any of pursuer's trees, and latter ought to prove the number, quality, worth, and ownership of those alleged to be cut. One witness alleges that the pursuer's father cut the wood 30 years ago, and another witness alleges he bought the same from pursuer's father 34 years ago ; these are conflicting, and the wood could not grow again in four years ; and if they prove anything, it is only the ownership of the land. For clearing the truth, the defender declares that his mother and he set the ground and land whereon the wood grew to the pursuer's father for seven years, during which time the latter cut the wood, to which he had no right, but took advantage of the defender's absence, ‘ who was then dwelling in the Mearnes att Fettercairne, which is

distant from the defenders residence now [*sic*] ane hundreth milles.—8th January 1659, pursuer gives his oath of calumny; and gives in answers to the defences, as follows:—The witnesses have clearly proved that defender cut about 12 trees from the pursuer's wood, 'quhich hath bein cuttit be his unquhill father and uthers in his name 34 yeirs or therabouts and ever since sen wed and cuttit be them without interuption,' and the worth has been proved, and in all probability the wood and the ground belong thus to the pursuer. As to the second point, there is little discrepancy among the witnesses as to the time of cutting and selling. As to any tack being granted by defender or his mother, neither the pursuer nor his father have ever taken any part of their ground from them, and if such there was, it ought to be exhibited and the pursuer to have inspection thereof.—The judge ordains the defender to produce evidence of his granting a tack of the ground, and also to prove his own right to the land and wood controverted.—22 January 1659, defender's procurator to have a copy of above interlocutor.—26 February 1659, ordains as before, to answer peremptorily.—12 March 1659, *avisandum*.—26 March 1659, the judge finds that defender has failed to prove setting a tack for 7 years to pursuer's father, and his own right to the ground, and so finds it most probable by the depositions that the ground controverted belonged heritably to pursuer's father and to him as his heir, and finds that defender has done wrong in cutting and removing the trees, and ordains him to pay to pursuer 3 s. Scots for each of 12 trees, and to desist from further cutting of trees on that land under pain of 20 l.; he is also to pay 10 l. to the procurator fiscal for cutting greenwood contrary to the act of Parliament. This being pronounced in presence of parties and procurators, the defender declined the judicatory and appealed, and asked act of court thereupon. This appeal being irrelevant, as it ought to have been done upon the defender's first, second and third citations and before interlocutor and sentence, the bailie refused to admit the same and sustained himself judge and decerned in manner

foresaid, and ordained defender to pay to pursuer 5 l. 6 s. 8 d. of expenses of plea.

Melrose, 9th April 1659, G. Jackson

Robert Pringill of Blindlie craves decret to be inter- Blindlie.  
poned to a former act of court discharging all persons to intrude by fishing within the bounds of the water of Tweed pertaining to the Westhouses, wherein he stands heretably infeft as holding from the Earl of Hadinton; in respect that Robert Ormestoun in Galtounsyde does daily fish there without his warrant, and ought to pay the penalty contained in the said act and find caution to abstain in future.

Claim by Thomas Cochrane, portioner of Newtoun, Cochrane v.  
Clerk.  
against William Clerk in Colmesliehill, in respect that at St. Mungo's day last he bought from the defender a boll of good seed oats and paid him the full price, but he has never delivered them, and ought to pay 10 l. Scots. Decerns for 8 l., with 13 s. 4 d. expenses.

James Hendersone in Calfhill sues John Hendrie in Henderson v.  
Hendrie.  
Allaneschawes for a year's fee due at Whitsunday last, being 16 l. Scots. Defender alleges pursuer was nine weeks absent from his service, 'and alledgit tua sowmes of scheip and ane kow.' Decerns on defender's confession for the fee; expenses, 16 s. 8 d.

James Lythgow of Drygrange, portioner of Ridpeth, Drygrange v.  
sundry.  
complains against George Bell, John Mein, smith, Alexander Richardsone, Andrew Winter, John Rodger, Andrew Cairneroce, John Steinsone, William Andersone, James Huntar, William Huntar, Jean Cairneroce, John Andersone, James Rodger, Thomas Turneour, who and their servants and others, inhabitants of Ridpeth, cut, destroy and take away the 'broome, whines, thornes, and bramells' out of his ground; and desires act of court for preventing this in future. Ordains and enacts, under pain of 5 l.



Kirk-session v.  
Cairncross.

Complaint by the minister and kirk-session of Melros against Andrew Cairncroce of Wolplaw and Wester Longley, who is owing to them 7 l. Scots 'for a stent of repairing of the kirk of Melros.' Decerns conform to the stent.

Duncan v.  
Mein.

William Edgar, procurator fiscal, portioner of Melrose, arraigns John Duncan, cooper in Ridpeth, and John Mein, his brother-in-law, in respect that on Thursday last on their way out of this town at night they fought with and struck and abused one another, and ought to pay the fine required by act of Parliament. Both denied, and it is referred to their oath; deponed they did not strike or touch one another. Absolved.

Melrose, 23d April 1659, G. Jackson

Riddell v.  
Law.

'The said day Thomas Law, weivar in Melros, hes undertaiken to weive twentie elnes of sairge to Walter Riddell betuixt and Midsomer nixt.'

Earl of Had-  
inton v.  
Pertus.

James Pertus in Plewlands is decerned to pay to John, Earl of Hadinton, 100 l. for the feu duty of Plewland, Whitsunday and Martinmas 1658, conform to his promise.

Darling v.  
Caldcleugh.

Thomas and Edward Darling, portioners of Blainslie, and John Stirling, portioner there, sue Thomas Caldcleugh in Braidwood scheill, who at Candlemas last bought from them 40 threaves of oat straw at 12 s. Scots per threave, and he has received 26 threaves thereof, but refuses the rest and the payment for all. Defender granted promise of payment. Decerns for what is received, at the price claimed.

Davidson v.  
Fisher.

William Davidstone, servant to Andrew Tunno, notary in Melros, sues William Fischer, portioner of Darnick, as cautioner for the deceased Andrew Darling called Easter, portioner of Apiltrieleives, for 8 l. 5 s. Scots contained in a decreet by pursuer against defunct two years ago, upon

which defender became cautioner to pay, and paid 12 s. Scots thereof. Held as confessed, defender absent, 3d diet ; 13 s. 4 d. expenses.

Complaint by Helen Wricht, Lady Glediswood, against James Rodger, Andrew and James Cairncroce, John Andersone and William Hunter, portioners of Ridpeth, whose horses, nolt, and sheep daily trespass on the lands of Glediswod, eating and destroying her grass and corn ; and she desires an act of neighbourhood. Defenders absent, except Andrew Cairncroce, who desired the like act in regard to her beasts, pasturing on the ground of Ridpeth (to whom it was answered that they ought to cite her before the judicatory under which she dwells), the bailie enacts and ordains that for every horse or mare found upon the pursuer's ground hereafter shall be paid 16 d. Scots, ' eight ' [*probably mistake for each*] nolt, 8 d., and each sheep 4 d., as often as they contravene.

William Maben in Galloscheills sues Janet Scott in Melrois for 12 l. as the agreed-on price of two stones of lint bought from him, to be paid last Midsummer ; more for a pair of ' kairds,' 15 s. Pursuer granted receipt of 14 clls ' round cloath ' ; decerns for the rest ; 13 s. 4 d. expenses.

John Mein, elder, portioner of Newsteid, sues Alexander Ridpeth, wright in Melrois, for 58 s. as the balance of the price of some wood bought from pursuer at Martinmas last, growing at Fauchhill Dean. Decerns ; 8 s. expenses.

Claim by John Cruikis and William Maben, bailies in Galloscheills, against Andrew Cairncroce of Wester Langlie, in respect that they bought and paid for ' ane bauk of wood ' from him at the price of 120 l. and they have his discharge (without clause of warrandice or registration), but he will not yield up the contract made between them, to be cancelled ; or have the discharge renewed, with these clauses. Ordains the defender of his own consent

to renew the discharge conform to the claim, and pursuers to find caution to answer as law will.

Scott v.  
M'Callo.

William Scott, herd in Calfhill, sues George M'Callo there for two bolls of oats promised to pursuer 'for his hird bell' in 1658, to be delivered between Martinmas and Yule last, which he refuses to deliver, or pay 10 l. for each boll; also 3 l. Scots for service wrought by pursuer's son, James Scott, to the defender since St. Mungoisday to this same day. Decerns on pursuer's oath for two bolls oats, modified to 6 l. the boll; the judge of consent of both parties allows 36 s. for the fee; expenses, 26 s. 8 d.

Maccalo v.  
Scott.

Claim by said George M'Callo on said William Scott, who pastured on his ground 30 sheep 'of oversoumes' from Whitsunday 1658 to Whitsunday 1659, at 10 merks each soom; whereof he ought to pay at least the just half. Defender denied, and pursuer referred it to his oath; restricts the libel, of pursuer's consent, to 15 sheep. Ordains defender to pay 7 l. 10 s.

Merser v.  
Merser.

James Merser in Newsteid sues James Merser in Galtounsyde, who at Yule last sold to pursuer 4 bolls infield oats, which were paid, and to be delivered about Candlemas thereafter; but no delivery is made. Decerns for 28 l. for the whole; expenses, 26 s. 8 d.

Bell v. Maben.

Complaint by William Bell, portioner of Galtounesyde, against John Maben in Cobilhous, 'mentioning that quhairas he having sex buttis of land lyand upon the north syde of the cobilhous, and trew it is that he be his bestiall and uthers strangers bestiall that hants and frequents his house in the comone passe to and from the cobill, hes eatin and distroyit the last cropt 1658 thrie pecks beir and comprysit thairto be James Bowstoun, Andro Mar and James Merser; and the samene being sawin with aits and ry this yeir, he be himselff his awin bestiall and uthers that hants and frequents his hous hes eatin up the whole braird thair of and will by that mean

mak the samene altogither unproffittable for him, the sawing thair of being thrie furlotts aitts estimate to the thrid corne, extending to nyne furlotts corne with the fodder, which he aucht to be decerned to mak furthcum- and to him haill uneatin and destroyit, and if the same be distroyit to tak the whole sawing and incres to himsellf and pay the pryces of corne and strae as they sall rewle this yeir'; and he desires act of neighbourhood for the future. 'Actis xvj d. for each horse, 8 d. for each nolt, and four for the scheip, that sall be apprehendit thairupon in tyme comeing.'

William Fischer, portioner of Eister Langley, complains that Jean Hunter, portioner there, and her children and servants, do 'cutt with hooks, break doune, destroy and awaytak the whole unpartit broome betuixt him and hir,' and he desires act of neighbourhood. The bailie ordains that neither party cut or take any 'unp[ar]tit' broom 'equallie belonging to both of them alyke' until the same be first 'set a part and divydit betuixt them,' and after partition each party is to touch only that which belongs to him or her, under pain of 40 s. Scots to be paid by the contravener.

Fisher v.  
Hunter.

Melrose, 7th May 1659, G. Jackson

Andrew Gastoun in Lessudden sues James Gastoun, portioner there, indweller in Sanct Boiswells, for 70 l. Scots as the price of some bear bought from complainer 7 or 8 years ago, conform to accounting between them a year after before witnesses, and 4 l. 3 s. of annual rent, being 33 l. 4 s. in eight years, and half a firloft of pease. Pursuer compearing with John Bunyie his procurator, and defender with Andrew Tunno his procurator, the latter denied any money due to pursuer for bear or any other thing, and granted only the pease. Two terms being assigned to pursuer, and this day being the third and last diet, pursuer produced David Unes in Lessudden as a witness to whom both parties referred the controversy,

Gastoun v.  
Gastoun.



but he refused to accept, and also refused to depone as a witness till next court day 'wntill Walter Coatt in Cameis-toun wer also present there with him to depone, quhom he alledgit knew much moir of the bussienes nor he knew,' whereupon the defender and his procurator took instruments; and as this day was the last term assigned for probation, the bailie holds the pursuer has falied therein and grants absolvitor, reserving to the pursuer his action of reduction as accords of the law.

Cairncross v.  
Henry.

Agnes Cairncros in Allaneschawes complains on John Henry there, who at Yule last bought from her a cow and a stirk, 'sche being then with calf,' at 25 l. to be paid on 11th June thereafter, and he was not to remove the beasts off the ground of Allaneschawes till she was paid; yet he has removed them to Litle Catpair, thinking to defraud her of payment, as he is to remove from Allanshaws at Whit. next. She therefore craves security, 'or the kow brocht bak.' He also owes her a rix dollar, borrowed last January. Defender acknowledges purchase and receipt of the cow and stirk, but alleges the price is much less than is claimed; denies the dollar. Referred to his oath, who refuses to depone. Decerns.

Hunter v.  
Merser.

Jean Hunter, goodwife of Eister Langlie, sues James Merser there, her tenant, for 23 l. as the balance of last Martinmas rent, and 52 l. 10 s. as the approaching Whitsunday rent, and as he is to remove she desires arrestment upon the action depending; which was granted on the first diet. Defender grants 19 l. 6 s. of the first part; decerns, and also decerns for the last part, suspending execution till 15 days after this Whitsunday; 5 l. 6 s. 8 d. of expenses.

Grierson v.  
Bowstoun.

George Greirson in Dernick sues Margaret Bowstoun in Galtonsyde, and James Bowstoun there, her cautioner, for 8 l. Scots, resting for the price of malt bought from him in 1645. Decerns on cautioner's acknowledgment; 13 s. 4 d. of expenses.

William Anderson, merchant in Melros, sues George Aird, herd in Danyeltoun, for 5 l. Scots as the rent of a house and yard in Dainyeltoun set to defender from Whitsunday 1658 to Whitsunday 1659. Decerns for 4 l. 'and to frie the tennent at John Anderson the masters hand.' Paid judicially and discharged. Anderson v. Aird.

Michael Gibsone in Melros sues Thomas Ridfoord there for 3 l. 11 s. Scots for flesh bought from pursuer before last Martinmas. Decerns as confessed, defender absent; 6 s. 8 d. expenses. Gibson v. Ridford.

Complaint by George Pringill of Buckholme, and Alexander Uschar in Melros, his tenant, against the whole inhabitants of Melros and Dainyeltoun, 'who both by day and nicht does frequent and mak comoun gaitts and rodis throw his yairds in Melros quher never non wes maid befor, and dois throw down his dykes of his yairds to his hurt and prejudice,' so he desires an act for preventing this. The bailie fines each contravener 6 s. 8 d. Buckholm v. sundry.

Claim by George M'Callo in Calfhill against Patrick Blackie there, to whom at Lammas last he gave 14 l. Scots to pay the monthly maintenance, but he was forced to pay the same over again, 'thrie trouperis comeing from Jedburgh and quartering upon him sex dayes, and his expenses in Margaret Eilleis in Melros, which comes to sevintene punds,' the whole being 32 l. 12 s. Scots; and the defender will not account. Defender on first diet constituted John Bunyie his procurator; second diet, denied the libel, which is admitted to pursuer's probation; 3d diet, decerns as confessed, defender absent; 26 s. 8 d. of expenses. M'Callo v. Blakie.

Thomas Cranstoun sues William Cairncross of Allanshawes for 11 s. sterling as the balance of a greater sum. Decerns as confessed, 3d diet, defender absent. Cranston v. Cairncross.

Claim by Nicol Cairneroe in Threipwood against John Henry. Cairncross v. Henry.

Hendrie in Allaneschawes, who at Whitsunday last received from him 'in gressing and hirding' the number of 65 hogs, and was to keep the same till Whitsunday next, 'whereof he promittit him aither skin or birne conforme to the use of hirding,' and the pursuer promised to pay 4 l. 10 s. for each soon; yet by his sloth and negligence in not putting a sufficient herd therewith the defender has lost the whole goods, price of the piece 53 s. 4 d. and ought to pay the same, in regard he delivered the pursuer neither 'skin nor birne.' Andrew Aitchiesone in Threipwood, 50 years, depones 'he knowes not how many wes of the hoggis, bot he himselff did smeir them wes of them, and as he hard by the report of utheris thair was lxxv thairrof, and ar all lost by the defender not puting a hird thairto.' Thomas Litle in Alaneschawes, unmarried, 25 years, depones 'thair wes thrie-scoir and fyve of the hogges at the tyme of the smeiring, and that they had never a constant hird the tyme of the storme, and by that the goods wes lost, and knowes nocht ells.' James Moffit in Threipwood 'depones he knowes the hogges wes smeired be the persewar and taikin upe be him to Allaneschawes, and declaires it is the common custome to give skin and birne or utherwayes they get no gres maill, and knowes no farder.' Decerns defender to pay 60 l. Scots in full contentation of the claim, and pursuer to deduce therefrom the grass maill or what remains unpaid thereof; 3 l. 6 s. 8 d. expenses.

Melrose, 21st May 1659, G. Jackson

Wallace v.  
Lamb.

James Wallace, smith in Bowdone, sues Patrick [Lamb] in Elleistoune, executor to dec. William Lamb, his brother, in Elleistoune, for 5 l. Scots due by defunct for smith-work, and 40 s. Scots 'for the gres of one ley rig.'—7th May 1659, first diet, defender denies to be executor; assigns him the next court to depone, pursuer referring the promise to his oath.—21 May 1659, held as confessed; 20 s. expenses.

Gibson v.  
Pringle.

Claim by Michael Gibsone in Melrois against John

Pringill in Blainslie, who 'upon Monday bygane fourtein dayes' sold to him a black naig for 30 l. 12 s., whereof the pursuer paid 27 l. 12 s., 'quhich naig he delyverit to him upon Satterday and uphald the samene frie of crook and cold or onie uther fault, and for that effect grantit him aucht dayes tryell of the said naig, in presence of Thomas Mar in Melros, George Pringill thair, and James Haistie in Blainslie; and the horse being crooked in the hinder legis the persewar send the samene bak to the defender upon Tuysday last thairefter, quhich he received,' but refuses to pay back the money. Thomas Mar in Melros depones that the defender upheld the naig free of crook and cold, but he heard no time prefixed for trial, 'bot the defender offerit to tak the naig back in cais he had any fault.' George Pringill depones that the defender upheld the naig free of crook and cold, 'and that he offerit the persewar both monie and the naig bak, bot knowes not how long the defender give the persewar to try him in.' James Haistie depones the defender 'upheld the naig no longer nor the delyvery, and if onie in Blainslie could say he had either crook or cold that he sould delyver the monie and naig both; and that he naither hard the persewar desyre 8 dayes nor the defender grant.' Michael Gibsone depones the defender offered to uphold the horse until Saturday, 'and that he send bak the horse one Tuesday.' Decerns the defender to receive his horse and deliver back the pursuer's money.

Complaint by George Alexander in Moshouses against John Notman in Longschawmiln, who at Whit. 1658 borrowed from him 'thrie half fulls of beir' and promised to pay the same in bear or money at the common price; also he is owing 36 s. as the price of 'ane mill half furlott of ry' bought in March last, Grants the rye. Also he detains from him a new sack which he received from Anthony Murray to give to the pursuer, Anthony having borrowed it two years ago, and it is worth 36 s. Grants the sack. [No decision mentioned.]

Decreet,  
Alexander v.  
Notman.



Act anent  
muirfowl.

Complaint against William Tuntar, fowler and indweller in Ancrum, and King, fowler, indweller in , who daily frequent the mosses of Threipwood and Blainslie with their setting dogs and nets, and the whole muirs about Moshouses, Colmeslichill, Blainslies, Threipwod, Newhouses, Allaneschawes, Threipwood rig and all other muirs lying within the lordship of Melrois where muirfowl 'uses to hant, and with thair saids nettis and setting doggis doeth destroy and take all the murecoekis, murchens that is sitting upon thair eggis, and wilduckes which are sitting lykewayes, which comes in thair way, so that therby they doc not onlie destroy the old foullis contrair to many good aetis of Parliament maid thairanent, but by killing of them the whole eggis and young puittis of the hennes and duikis so taiken be them are lykewayes destroyed therby.' Therefore the bailie ordains and enacts that no person within the lordship of Melrose shall reset any of these fowlers or others hereafter in their houses by night or day, without the Earl of Haddington's warrant in writing, under penalty of 10 merks for the first fault, 20 merks for the second, and 40 merks for the third, and imprisonment besides for 48 hours for each fault, the penalties to be uplifted without defalcation, and half given to the informer and half to be used as the bailie depute shall direct. And if any of the fowlers be found hereafter with setting dogs or nets ranging the muirs without written permission, they shall be liable in the same penalties, half to go to the apprehender and half as the bailie shall order, and their dogs shall be hanged, and the nets taken from them, and themselves imprisoned for 48 hours. 'And beecause thair is mair hirds and uthir idle persones within the foirsaidis bounds in the sumer tyme that uses to sett girnes and eateh the murehennes and wyld duiks, that are sitting upon egges, quhilk not onlie destroyeth the old foulls bot lykewayes the young as said is,' it is therefore enacted that no person shall hereafter set 'girnes' upon any of the mosses or muirs within the lordship of Melrose for taking of muirhens or wild ducks off their eggis, under the

penalty of 5 l for the first fault, 10 l. for the second, and 20 merks for the third, to be applied as aforesaid, and imprisonment besides for 48 hours for each fault. Ordains Alexander Uschar to make public intimation hereof at the market cross of Melrose ; which was done the same day, in presence of James Ker, elder in Melros, William Anderson, merchant there, and Andrew Kennedie, portioner of Dernick.

Melrose, 4th June 1659

John Bowar, Wester, depones he dreads bodily harm of John Bowar, Eister, portioner of Eildon, who is ordained to find lawborrows in 100 l. and he finds Andrew Penman, portioner of Melrois, cautioner for that effect ; witnesses, Alexander Uschar, and Thomas Law, portioner of Melrose.

Bowar v.  
Bowar.

Claim by John and Richard Bowstoun, cordiners in Dernick, against William Hoy, portioner of Galtounsye, called ' East Coatt,' who about 7 years ago was copartner with them ' of ane bargane of wood bark and baich ' bought by them from James Lythgow of Drygrange and then growing upon ' Tweid hewch,' and he promised them 4 rix dollars to quit the bargain, whereupon they gave over the whole bargain to him ; but he has never yet paid the money. Defender grants he promised the dollars in Drygrange's name. Pursuers depone they made no new paction with Drygrange after the condition made with Hoy and the foresaid promise. [No decision stated.]

Decreet,  
Bowstoun v.  
Hoy.

William Edgar, portioner of Melrose, in name of the minister and elders of the parish of Melrose, sues Thomas Law, weaver in Melrose, for 11 l. 13 s. 4 d. Scots as the balance of 100 merks due by him. Granted the debt. Decerns ; 13 s. 4 d. of expenses.

Kirk-session  
v. Law.

Complaint by William Edgar, portioner of Melrose, against Adam Lythgow, weaver, portioner there, whose parts of ground lie contiguous with the pursuer's upon

Act among  
the portioners  
of Wairds in  
Melrose.

Scotts bray, and the said Adam contrary to the whole neighbours of the town and order of neighbourhood and in prejudice of the pursuer and remanent possessors in the Wairds of Melrose has both this year and last year tilled and sown his part of outfield ground in Scottisbray and the other brac be-cast it called Tumbleingbray, 'and the persewaris partis and the rest of the townes all lyand ley round about him, swa that therby he impeids and stoppis them in the pastureage of thair horses and utheris bestiall ; and nochtwithstanding of all this the said Adame pastures hirds feides and keipes his four nolt daylie upon the Wairds and upon the persewar and the rest of the nichtbouris thair ground, albeit he hes his part of the ground teild and sawin, as said is, and therby does nichtilie pre-judge and wrong the towne and the persewar lykewayes.' An act is desired that no man should till and sow any outfield ground in the Wairds in time coming except when the whole town condescends to till all together, and that no nolt pasture upon the Wairds in the summer time without consent foresaid. The bailie enacts accordingly under a penalty of 10 merks for each contravention.

Lithgow v.  
Bell.

Claim by Thomas Lythgow, writer in Edinburgh, against George Bell, portioner of Ridpeth, for 48 s. Scots disbursed by pursuer 'for the defender's use and the rest of his nichtboris, and by his misive letter promittit him payment.' Decerns on pursuer's oath.

Gibson v.  
Currie.

Michael Gibsone in Melrois sues Mr. John Currie, portioner of Newtoun, for 8 l. 10 s. for flesh. Held as confessed ; 12 s. expenses.

Halliwell v.  
Heckford and  
Merser.

Complaint by Margaret Eckfoord, wife of James Merser, in Galtounesyde, and him for his interest, against Isobel Halliewooll, widow of Quentin Mertoun there, as follows :— There was a contract of wadset between the said Isobel Halliewooll and the said [*sic*] deceased Robert Mein, the pursuer's umquhile spouse, whereby she with consent of Thomas Mertoun her eldest lawful son, did wadset to the

said Robert Mein two acres of land in Galtonside, off which the said Isobel has detained from them 'ane rige lyand in the Gootter' for the past 20 years, which rig 'wald have sawin yeirlic ane furlott of beir,' so that the pursuer and her spouse are damnified yearly for the past 20 years in four firlots of bear with the fodder as the increase and profit of the said rig; which ought therefore to be paid, and they to be put in possession of the rig for the future. Pursuers compearing with Andrew Tunno, notary in Melrose, as procurator, and defender compearing with Thomas Law in Melrose, her procurator, the latter gave in defences as follows:—It is denied that the defender has any such rig pertaining to the two acres of land wadset, and the pursuer's first husband received the whole land contained in the contract. Secondly, the pursuers ought to instruct their title to the two acres of land and grant sight thereof to the defender before any process. The pursuers answer that for instructing their title the contract of wadset is produced, with an obligation by the defender to Margaret Eckford herself; and 'it is great impudencie to the defender to deny the deteining of the said rig from the persewar, who will find it bitternes in the end for detening the said rig,' and they offer to prove her detention thereof by writing and otherwise. In reply, the defender alleges as formerly, and also points out that no production will be helpful to the pursuers, as neither the pursuers nor their predecessors had ever the said rig in possession, nor is it 'bund be way of contract to the said persewar nor hir umquhill husband be the said defender, bot sayes that the persewars is obleidget to hald it frie at the superiors hands be vertew of the said contract.' As to an obligation, defender grants the same but will prove the sum therein contained to be already paid and so the bond to be null; and also desires the pursuer's oath of calumny, 'in respect the defender had all that is bund be way of contract in hir awin possessioun, and the persewar forcit the defender to pay yeirlic annualrent conforme to ten of the hundreth exceptand onlie within this twa or thrie yeires space last, and the persewar did intromet with that



pendicle land at his awin hand aucht weiks befor the terme without ordor of law,' and so they ought to repair the loss she has suffered, and the defender should be absolved from such an unlawful pursuit 'in seiking yeirlic profite for the ground that is nowayes bund to them bot be way of obligatioun, which sowme conteinet therin as all payit to Robert Halliewooll in foirend of his tocher gud with Margit Eckfoord persewar hir dochter now spous to the said Robert Halliewooll.'—The judge ordains the defender Isobel Halliewooll to prove the pursuer's possession of the two acres of land lying in the Coatyairds, which two acres alone are wadset and not the Gootter rig, and to prove the payment of the 22 l. contained in her bond to the pursuer in 1637.—21 May 1659, the defender's witnesses depone as follows :—James Bowstoun in Galtounesyde, married, 50 years, depones 'that the Gootter rig is no pairt of the twa aikeris of land lybellit, and that Issobell Halliewooll defender hes good sufficient undoubtit right to posses the same and hes still bein in peiceable possession therof since the samene wes lowsit from the deponer himselff, and that the persewaris had never the Gootter rig in possession'; knows nothing of the payment of the 22 l. John Halliewooll there, 'depones that the Gootter rig is no part of the twa aikeris of land and that it payes 13 s. 4 d. of few dewtie, and that it does not belong to the twa aikeris of land and that it wes old Westhousses rig and exchainget be him with the defenders father with ane peice of land of his that lyes in the Chamberyaird in Westhousses or Raidhauch.' William Hoy there, depones as above anent the rig, and declares that the 22 l. was paid by defender about Martinmas last to Robert Halliewooll, pursuer's son-in-law, 'in tocher with hir dochter, at hir direction, and that Robert Mein and John Halliewooll are cawtioners for the dischaarge.' John Halliewooll, Croce, depones 'to his best knowledge and as he heirs the rig does not pertain to the twa aikeris of land, and that he did sie the xxij lib. payit to his brother about Mertymest last, and that he and Robert Mein is cawtioners for the dischaarge.' Thomas Bowstoun, Eistcoat, depones 'the rig does not belong to

the twa aikers of land, and that the persewaris ar in possession of all that ever Robert Mein possest, and that thair wes nevir moir for twa aikeris nor they posses.'—The judge assoilzies the defender from the whole claim, and finds the libel 'to be most unjustlie, unlawfullie, falslie, fogettlie, and feinziedlie persewit, to put the defender to unnecessar chairges and expenses.'

Thomas Bowie in Melros sues Andrew Kennedie in Dernick for 3 l. 5 s. Scots due for meal bought about 3 years ago from the complainer. 'Decernes *ut supra*' [sic] Bowie v.  
Kennedy.

Melrose, 25th June 1659, Gideon Jackson of Loeh-houses

Complaint by William Patersone in Stow against Thomas Fairgrieve in Colmeslie, as follows :—In 1644 the deceased Alexander Patersone, son of the said William, 'went foorth sojour for the said Thomas Fairgrieve in that expeditioun to England wnder the command of Hew Scott of Galloscheills,' and Fairgrieve then promised him 100 merks of fee, to be paid to the said William Paterson within six days thereafter; but payment is not yet forthcoming. The pursuer compearing at first personally and then by Nathaniel Weild, notary public, his procurator, and the defender compearing personally with Andrew Phaupe, notary in Melrose, his procurator, the defender denies the debt resting and offers to prove it fully paid, and desires the pursuer to find caution to answer. Pursuer craves commission for examining witnesses in the respective jurisdictions where they reside, and offers to find caution if the defender give his oath of calumny.—The judge admits to the defender's probation as to payment of the debt. John Notman in Longschawmiln, 48 years, depones he saw Fairgrieve deliver the whole sum to William Paterson in deponent's own house 'at his awin boord,' except four dollars, which was the pursuer's son's own proportion in that levy. Isobel Smyth, wife of the said John, depones the same. Andrew Cairneroece

of Wester Langlie, unmarried, 36 years, depones the pursuer acknowledged receipt of all the money except four dollars, which was his son's proportion. Defender assoilzied.

Trotter v.  
Merser.

John Trotter of Eisterhousebyre complains on Thomas Merser in Eisterlonglie, who at Whitsunday a year past intromitted with and took away out of the Eister Langlie 'ane toope hog of his and clipped and keild the samene,' and retains the same, and in Midsummer fair, 1658, he promised to satisfy therefor, and also at Moshouses Wester, price 3 l. 6 s. 8 d. Defender confessed the intromission upon negligence, and alleged the hog to be upon the Housebyre ground in the pursuer's possession. Decerns to pay 4 s. sterling ; 6 s. 8 d. expenses.

Chisholm<sup>v.</sup>  
Scott.

William Scott, herd in Allaneschawes, is ordained to pay to Andrew Chisholme in Birkensyde 5 l. 'beat' [*i.e.* less] 2 s. Scots due to pursuer as balance of price of a boll of bear received from pursuer a year ago in bear-seed time, to be paid at Michaelmas. Held as confessed, 3d diet ; expenses, 13 s. 4 d.

Mein v.  
Bowar.

Complaint by Bartholomew Mein in Eildone against Bowar, Eister, who is due to him a 'pair of new schankis, twa laids of peitts and ane yocking of muck leiding,' and refuses to give satisfaction. Decerns 12 s. for the 'peitts leiding,' and to deliver 'ane elne quhyt.'

Mr. James  
Strong v.  
sundry.

Complaint by Mr. James Strong, sometime schoolmaster at Melrois, against John Fischer of Housebyres, William Fischer in Colmesliehill, Adam Hislope in Longshaw, Thomas Turneor there, Thomas Feirgreive in Bentmiln, William Taitt in Ladopemuire, Patrick Blakie in Calffhill, John Frater in Langhauch, who all are liable in payment to him of their proportions 'of thair waidges for half ane yeirs service done be him to them, to wit, from Mertymes 1658 to Witsonday 1659.'—'Decernes conforme, John Frater for Longhauch, Peter Darling for Apiltreeleives,

Adame Hislope for Nether Longschaw, and als decernes against the persones following conforme to this roll underwrittin, the said John Fischer for Old Melros, 14 s., Drygrange 1 lib., the said Thomas Feirgreive for Colmeslie and Wolplaw 3 s. 4 d., William Cairnecroce for Allaneschawes 16 s., Robert Trotter for Eister Housebyre, 10 s., the said John Fischer for West Housebyre, 27 s., Adame Hislope for Longschaw 36s. 4 d., William Fischer for Colmesliehill, 16 s., George Alexander for Moshouses 13 s. 2 d., Robert Laidlaw, elder, for Buckeholme and Williamlaw, 50 s., Patrick Blakie and William Taitt for Hilslope 30 s., Andro Pringill, Johne and Robert Lyes, for Halkburne, Quhitlie and Dykes, 33 s. 4 d., Edvard Darling for Blainslies with concurrence of Johne Pringill 3 l. 6 s. 8 d., Thomas Caldeuch for Braidwoodscheill 3 s. 4 d., James Moffit for Threipwood 21 s. 4 d., William Fischer for Eister Langlie 14 s., James Mein for Wester Longlie 13 s. 6 d.—Ex[penses ?] against thir from Mertymes 1658 to Witsonday 1659, ex[penses] each one 1 li. 12 d. Scotts and beneath.’

Joseph Hart in Chappell complains on James Turneor, <sup>Hart v. Turner (continued).</sup> herd in Longschaw, who by his sloth and negligence ‘eat and destroyed to him the cropt 1659 twa Lothiane bollis aitts, pryce of the boll \_\_\_\_\_,’ comprised by James Lidderdail and William Schillinglaw. Ordains the complainers either to be present or attest.

Complaint by Joseph Hart of Chappell against John <sup>Hart v. sundry (continued).</sup> Turneor in Over Longschaw, Thomas Turneor there, James Turneor there, Adam Hislope there, John Notman there, James Turneor there, James Turneor herd there, who ‘be thair bestiall, horse, nolt and scheip, eatts and destroyes his haill hill and outfeild cornes,’ to his great hurt. He desires act of court, and penalties to be attached.

Melrose, 9th July 1659, G. Jackson

Complaint by George Alexander in Mosehouses against <sup>Alexander v. Notman.</sup> Thomas Notman there, and James Hastie for his interest,



in respect of an action at pursuer's instance against said James Haistie in Blainslie for payment of a certain sum of money, upon dependence whereof he obtained an arreistment and by virtue thereof John Phenneik, officer, on 27 June 1659 arrested in the hands of said Thomas Notman 14 l. due by him to James Haistie, in security to pursuer of 11 l. 10 s. Scots due to him, but this he refuses to make forthcoimng, unless compelled. Decerns on defender's confession for 12 l. 10 s.

Alexander v.  
Haistie.

Complaint by George Alexander, lawful son and only executor to deceased, Richard Alexander in Moshouses, against James Haistie, son and heir of deceased, Alexander Haistie in Hespieschaw, in respect that on 18 February 1657 pursuer's father obtained decret against defender's father before the Commissary of Lawder for 10 l. of principal and 30 s. of expenses; and defender refuses to pay. Decerns as confessed, with 20 s. expenses.

Henryson v.  
Blake.

William Hendersone in Bentmiln sues Robert Blakie in Halkburne for 7 l. 16 s. as agreed-on price of five half firlots of oatmeal received from pursuer a year past at Yule, and payment promised at St. Bernimonisday thereafter. Decerns as confessed, with 16 s. 8 d. of expenses.

Jerdon v.  
sundry.

Claim by Andrew Jerdon, burgess of Jedburgh, against Robert Laidlaw, indweller in Williamlaw, and his 'joyneris,' who owe him seven threaves of straw at 18 s. Scots per threave 'quhich they wer lyable to pay to the troupers that lay in Jedburgh upon Merche, Aprill and May last, 1659'; and against William Cairnroce of Allanschawes and John Henrie, his tenant, for six threaves of straw in like manner. Decerns; expenses of either party, 12 s.

Frater v.  
Frater.

John Frater, younger, in Langhauch, sues John Frater, elder, there, for payment yearly for the years 1655, 1656, 1657, and 1658 of a boll of bear 'with viij s. *per annum* dew and payable be the defender to the persewar for these lands, housses, fruitt yairds, in Longhauch possesst be

him and haldin be the defender of him in rentall richt ; mair of viccarage xxvj s. yeirlie thir twa yeirs bygane ; *item*, mair payit out for him thir four yeirs bygane, xxiiij s. yeirlie ' ; which bear or price thereof, rent, vicarage and ' monethlie assesse ' he refuses to pay. Decerns on defender's confession.

Complaint by Adam Lythgow, weaver, portioner of Melros, against William Edgar, portioner there, ' who be his kyne and horse in July and August 1658 eat and destroyit to him ane furlott and twa copfulls aitts, pryce thairof lvj s., and his goodis being apprehendit be him upone the cornes, he causit James and John Wallaces and Thomas Mar in Melros compryse the samene to the foirsaid skaith and that upon the third day of August the said yeir, quherof the said William Edgar promittit him payment and delyverance schortlie thereafter and yit refuissis.'—4th June, both parties submit to decision of the comprisers ; who on 3d July 1659 declare that they ordain William Edgar to pay to Adam Lythgow 3 s. sterling presently in composition, or failing this to deliver the oats or price.—9th July, the judge interpones his decret and decerns conform.

Claim by John Frater, younger, portioner of Long-hauche, against George Bell, portioner of Ridpeth, who received from the pursuer 13 l. 6 s. 8 d. Scots for the monthly maintenance paid out before March 1659, and if it were less he promised to redeliver what remained, and this is 6 l. 13 s. 4 d., which he refuses to pay.—25th June 1659, ordains defender to have a copy of the claim and give in defences, ' which are thus :—Adheres to the act and ordinance lastlie insert upon the end of the lybell, 17 August 1655, quheras it is said avisandum with thir witnesses depositiones the nixt court day, and desyred the samene be obeyed.' Alexander Usechar depones he knows perfectly that John Frater did pay to George Bell 20 merks or thereby ' in satisficing of ane decreitt, and that he wrait the discharge therof ; bot to his best knowledge he being comeing

to and from them he knowes nothing annent the within-writtin promeis.' Andrew Cooke depones he knows that John Frater delivered some money to George Bell, but knows nothing anent the promise of payment.—9th July 1659, pursuer renounced further probation. Assoilzies defender.

Bower v. Mar.

Robert Marr, weaver in Melros, sues Isobel Bower there, for 23 s. 4 d., 3 capfuls of oatmeal and a half, for the working of 14 ells of linen cloth. Absolves, as pursuer refuses to depone.

Clerk v.  
Thomson.

Complaint by John Thomesone, in Galtonsyde, son and heir of deceased Patrick Thomesone in Galtounesyde, against Robert Clerk in Galtounsyde, eldest lawful son of deceased Robert Clerk there, as follows :—Conform to contract dated 21st November 1617 the said deceased ' Andro ' Clerk his father wadset to the complainer's father two acres of land in Galtounesyde, with teindsheaves and pertinents, a rood and a half of which two acres was in possession of Robert Maben there and wadset to him by Andrew Clerk for 22 l.; but the defender redeemed the same from Robert Maben 12 years ago, while the pursuer was in Holland, and retained the land, and the pursuer has been forced ' to pay out the masters maill and carrages thairfor and siclyke maintenace and ces duiring the space of 24 yeires,' and the defender will not relieve him in respect of the three half roods or receive at his hands the 22 l. and give him possession, but has disposed the said rood and a half heritably, to the pursuer's prejudice. Pursuer compearing with Andrew Phaupe his procurator, and defender with Thomas Law in Melrose, his procurator, the latter gave in defences as follows :—First, craves pursuer's oath of calumny. Secondly, as to the rood and a half, by the terms of the contract the pursuer was assigned to the reversion and might redeem the same from Robert Maben for 22 l., and the defender was entitled to redeem it at every year's end on paying the said sum to the pursuer if the latter had taken possession; but seeing the pursuer

never did so, the defender did it himself. Thirdly, whereas the pursuer alleges he has paid rent, carriages, cess and maintenance, he has done well in so doing, for by the terms of the contract he is obliged to pay for the whole two acres, during non-redemption, and the defender is thereby obliged to pay nothing to the master for the rood and a half except a peek of 'cuntrie mett beir' yearly to the master and landlord. He ought therefore to be absolved from this unjust pursuit, which the complainer has maliciously raised against him not only at this time but before several other bailies of this regality 'this long tyme bygane,' and ought to pay expenses. The pursuer in his answers offers to prove the redemption of the rood and a half from Robert Maben and the possession thereof for 5 or 6 years, 'as also offeris him to prove the payment of the ces and maintenance thairfor ever since his intromissioun with the said twa aikers of land, and denyes his intromissioun with one dovat earth except in the wadset; as also denyes any peekis of beir receaved be him from the said Robert Clerk except twa or thrie.' The judge ordains pursuer to prove redemption and possession of the rood and half, and the defender's intrusion thereafter. Robert Myldes, elder, in Galtonside, 70 years, depones 'the thrie half ruids of land is a part of the twa aikeris of land wodsett, and to his memorie that umquhill Patrick Thomesone or his sone Johne redeimet the thrie half ruids of land fra Robert Maben, and that Johne Thomesones wyfe set the same to him three yeirs quhen hir husband wes abroad in Holland; bot how Robert Clerk payit the sowme of 22 li. to John Thomesone or his wyfe, or how Clerk gatt possessioun therof, he knowes not; and depounes that Robert Clerk hes payit all the beir since his entrie except this yeir.' Thomas Bowstoun, elder, Eister Coatt there, depones 'the roods is a part of the lands wodset, and that Robert Clerk lowsit the thrie ruids [*sic*] from Robert Maben, and that Robert Clerk payit all the beir yeirlic to John Thomesone except this yeir, and that a long tyme since Thomesone and Clerk did quyt uther befor Drygrange, William Hoy and James Bowstoun, and that Drygrange cast Thome-



sones pappers away to him.' James Bowstoun depones he knows nothing anent the pursuer or his father being in possession of the land, but that Robert Clerk and his father had the possession thereof, and he knows nothing as to redemption thereof from Robert Maben, but knows that Robert Clerk pays a peck of bear yearly 'and that it is all payit upon Stoupies wyffes acknowledging.' Richard Wricht depones he knows nothing.—*Nota*, the first two witnesses deponed 4th June 1659, James Bowstoun on 25th, and Richard Wright on 9th July. The judge absolves the defender from the whole claim, and declares the rood and half to be to him conform to the wadset for yearly payment of the peck 'countrie mett beir' and maintenance *pro tanto*.

Clerk v.  
Thomson.

Complaint by Robert Clerk in Galtounesyde against John Thomesone there, as follows:—On 21st November 1617 the deceased Andrew Clerk his father wadset to deceased Patrick Thomesone in Galtounsyde for 120 l. two acres of land, teindsheaves included, 'with haill mose muire wood and unwood gress pastureage and pertinents (except onlie the dovatt earth of the saidis lands and also except onlie ane ruid and half ane ruid of the said twa aikeris of land, wodsett to umquhill Robert Maben for the sowme of twentie twa punds).' The pursuer redeemed the rood and half, and by the provision in the contract his deceased father was to redeem the same before the two acres, and pay a peck of country mett bear yearly to the master and landlord; which accordingly has been paid, since the redemption of the rood and half about 30 years ago, to the said 'Johne Thomesone Stoupie,' but he has never yet received any discharges therefor, and the defender refuses to grant the same to him. Likewise the defender keeps in his possession 'the haill dovatt earth' of the said two acres, these 30 years past, though excepted to the pursuer by the contract, the worth whereof is 20 s. Scots yearly, and he refuses to put the complainer in possession. Defender grants receipt of some bear, and denied the meddling ('melling') with the dovatt earth. Pursuer to prove

delivery of the bear. Charles Clerk depones 'he knowes nothing thairanent bot that quhen William Wricht, elder, had imployed him to cast 2000 dovatts Stoupie came to him and said thair wes two hundreth of them cast upon his part two yeirs since.' William Wricht in Galtounesyde depones 'he knowes the beir wes all delyverit be the persewar to John Thomesone, and Robert Clerk payes the cess for the thrie half ruids of land, and knowes nothing annent the dovats bot that Robert Clerk cast none this long tyme bygane.' John Dinant 'knowes nothing annent the payment of the beir nor dovatts bot that Johne Thomesone cast dovats upon the turff earth part.' Robert Myles 'knowes the beir is payit and that Johne Thomesone hes no ground to cast dovatts one but the twa aiker land's part, and that Johne Thomesone cast dovatts the last yeir.' Decerns the pursuer to have the dovats earth conform to the right, and the defender to give him a discharge for the bear; absolves Stoupie for casting bygane dovats and ordains him to desist from further intromission therewith.

Melrose, 16th July 1659, G. Jackson

Richard Dick in Ersiltoune sues William Davidstone in Dick v. Davidstone. Allaneschawes for 10 l. Scots as balance of a greater sum for certain bear bought from pursuer 18 years ago. Defender denies all but 3 l. 10 s. and declares upon oath he bought three bolls of bear at 12 l. the boll and paid 32 l. 10 s. Decerns for 3 l. 10 s. with 13 s. 4 d. expenses, and absolves from the rest.

Alexander Merse in Ersiltoun sues Thomas Blakie in Merse v. Blakie. Eister Langlie for 31 l. as the price of 'certane maltis remaynes,' which after accounting at Martinmas last was acknowledged. Held as confessed, defender absent; 20 s. expenses.

John Halliewooll, portioner of Dernick, sues Thomas Blakie in Eister Langlie, and Adam Darling in Westhouses, Halliewell v. Blakie.

his cautioner, for 10 l. 13 s. 4 d. as the price of a boll of malt bought from him at Martinmas last, and payment promised within eight days. Decerns on Darling's confession; 16 s. 8 d. expenses.

Tullie v.  
Darling.

Claim by James Tuillie in Ersiltoun on Margaret Darling, widow in Apiltricleives, for 28 l. Scots promised by her to him 'for his awin, his brother George and sister Margaret Tullies thair fies for scheiring to hir in harvest last,' and she promised to deliver him oats at 6 l. 6 s. 8 d. the boll till the sum was paid, but refuses. Held as confessed, defender absent, 3d. diet; 40 s. expenses.

Bulman v.  
Bryden.

Complaint by Mr. Andrew Duncanson, minister at Maxtoun, and Patrick Bulman, his tenant in Maxpople, against John Bryden in Lessudden, collector of the monthly assessment in the last collection, who on Friday 15 days past 'did lay one upon the said Patrick Bulmane twa Englishes for the monethlie asses dew by my Lord Cardrois out of Lessudden paroche, quherin the saids compleaners wer never in use of payment to the said Lord Cardrois bot payes the samene to the minister, naither wer they ever in use to pay any ces therfor, which trouperis poyndit ane web of lynyng cloath and delyverit it to the said Johnne Brydene, who deteines and keipes the same as yit in his custodie for xxv s. Scottis for the said deficiencié and for the trouperis ther awin paines.' This cloth he ought to deliver up, and be punished for such unjust dealing.—9 July 1659, assigns defender next day to instruct his warrand for distressing these lands.—16 July 1659. decerns to deliver the cloth, or 16 s. for each ell, 'in respect of the not instructioun conforme to the last act.' Patrick Bulman depones the whole teind is payable to the minister and no surplus thereof to Lord Cardrois. George Haistie depones that John Ker draws the teind and pays the minister.

Likewise James Stoddert in Cammeistoun sues John Bryden for 50 s. Scots exacted similarly from his tenants, William Sweitt, Andrew and Patrick Stoddert, and a

covering pointed therefor. Decerns to deliver back the covering or 6 l.

‘And siclyk compleines George Haistie in Moxpople as the uther bill of Patrick Bulman his nichtbour. Decernes’; 6 s. expenses.

Complaint by John Bowar, Wester, portioner of Eildone, against John Bowar, Eister, portioner there, who within the last week ‘hes intrudit himselff in the persewaris ground betuixt his barne and peill thair, and hes biggit ane dyke of stounes and phaill thairupone,’ wherefore he ought to be fined and the pursuer’s right restored.—4 June 1659, the bailie ordains Richard Sclaitter in Eildon, Andrew Sclaiter in Newsteid, Robert Mein there, ‘to pas and sicht the contraversie, and report the nixt court day.’—24 June 1659, they find the dyke built as stated between the peel and barn, and also another dyke of stone between John Bower, Easter, his kill and John Bower, Wester, his barn, also built on the latter’s ground.—Decerns conform to the report, and meantime the committce to compear and depone.—16 July 1659, the whole three who visited the controverted ground declare ‘it appears to be Johne Bowar, Westeris.’—Pursuer referred the claim to defender’s oath, who refused and referred back to pursuer, who deponed that the ground whereon the dyke is built is his own heritage. Ordains defender to cast down the dyke and build it up within his own bounds (and if he fail, the pursuer is to cast it down and empty his ground of the stones), within 15 days under a penalty of 3 l. 6 s. 8 d.; and fines the defender in 10 l. for his intrusion.

John Bower,  
Wester, v.  
John Bower,  
Easter.

Complaint by William Bell, portioner of Galtounsyde, William Hoy, portioner there, George Bertane there, and Robert Halliewooll there, for themselves and in name of the remanent possessors and feuars of Galtounsyde, against Mr. James Dacs of Craixilfoord, John Kyll, portioner there, James Lythgow of Drygrange, Isobel Lythgow of Sorrowlesfeild, James Eilleis of Huntliewood, portioner of Dainyeltoune, Mungo Donaldsone there, and Thomas

Galtonside v.  
sundry.



Lookeupe there, for themselves 'and the remanent possessoris,' as follows:—In 1651 the complainers furnished out to the English that lay in Halliedain a feather bed, a bolster, two 'codis with cod wairds,' a pair of sheets, a pair of blankets, and a covering, all comprised by the comprisers in Galtonside to 50 merks, whercof the 'foir-named persones aucht to pay ane proportionall part conforme to thair rent and James Lythgow and James Eilleis thair promeis in name of the rest theranent.' Third diet, held as confessed, each one to be stented conform to their proportion and free rent. 'This is the just stent subscriyvit be Thomas Law then comissioner as he callis himself of Melros paroche: Galtounesyde and West-houses, 9 lib. 12 s.; Cleckmae, 6 lib. 8 [?]s.; Sorrowlesfeild, 5 li. 7 s.; Craixiffoord, 2 li. 13 s. 4 d.; Drygrange, 8 li. 2 s. 4 d.; Dainyeltoun, 1 li. 4 s.; Summa, 33 lib. 6 s. 8 d. *Sic subscribitur*, Tho. Law.' 20 s. expenses.

Miln v.  
Currie.

Complaint by John Miln, elder, in Newtoun, against Mr. John Currie, portioner there, who most unjustly detains from him the minute of a heritable Disposition of his houses, yards, and others in Newtowne, disposed by the defender to him, also a former Wadset thereof by him to pursuer; also he owes to the pursuer a bill of 7 l. 11 s. 4 d. Pursuer produced the Disposition following upon the said minute, with Instrument of Sasine given by the defender's own hands to him, and duly registered under the hand of Andrew Crombie, sheriff clerk of Roxburgh, keeper of the sasines; also the copy of the Contract of Wadset granted by defender to the pursuer and Isobel Moffit his spouse, and instruments of possession following thereupon; also the defender's ticket for the sum of money claimed. Defender compearing by Andrew Tunno, notary in Melrose, his procurator, gave in the following defences:—First, as to the detention of the Minute, the pursuer has no right thereto, 'becaus he hes consentit that the bargane maid be Mr. John Currie, defender, salbe null incais he keip bargane with Thomas Wair to whome the saids houses wer first disponit, as is evidentlie knowin to the said judge.'

Second, the pursuer has a subscribed contract of wadset, and defender cannot be obliged to give him that copy which pertains to himself. Third, as to the debt, the defender 'had the said sevin punds 11 s. allowit to him of what the persewar promised him for the heretabill richt of the houses and yairds specifeit in the clame.' The pursuer answers with regard to the annulling of the bargain that given such a condition the bargain 'aucht and sould have bein declairit to have bein null befor ane ordinar judge and the persewar lawfully summond to have defendit therintill,' and besides, the defender when subscribing the pursuer's evident faithfully promised and 'protested many severall tymes' never thereafter to subscribe any other securities to the said Thomas Vair to the prejudice of the pursuer, and promised to deliver up the minute upon demand, which the pursuer refers to defender's oath, as also the delivery of the first Contract of Wadset upon demand; and as to the debt, he produces the defender's ticket therefor, 'which he wald not have had to schow incais the samene had bein allowit in the foirend of the pryce of the howsses.' The judge finds the answers relevant, and ordains defender to give his oath, and repels the defences. The defender replies to the first answer, that the pursuer has *ipso facto* declared the bargain void, by the subscription of George Wallace, notary, who subscribed the Minute for him whereby he declared that the bargain would be null if the defender kept bargain with Thomas Vair; and he craves inspection of the ticket. Judge repels the replies and ordains defender to depone, who refuses, whereupon he is decerned to deliver the Minute and Wadset to the pursuer to be cancelled and destroyed, and to pay to him 7 l. 10 s. contained in the ticket produced. Against this decerniture Mr. John Currie protested in writing and asked act of court and instruments, 'which protestatioun the said baillie deput refuist to admitt in respect of the irrelivancie therof.' Expenses, 4 l.

Claim by John Swanstoun, portioner of Bowdone, Swanston v.  
Bulman.

against William Bulman, portioner of Newtowne, and Andrew Hietoun there, for his interest, as follows:—Hietoun owed 100 l. Scots to the complainer conform to his bond; and he wadset to the deceased Stephen Bulman, father of the said William, a husbandland in Newtowne, when Stephen promised to pay Hietoun's debt to the complainer, which Hietoun allowed Stephen in the fore end of the price of the husbandland. The said Stephen and William, or Bessie Coatt in their name, delivered to the pursuer 5 bolls of victual, being 4 bolls of oats with the fodder and one boll of pease with the fodder, which made up 100 merks of the claim, and about 5 or 6 years ago the complainer sued the said Stephen Bulman before the sheriff of Roxburgh for the 50 merks outstanding, and they submitted it to Thomas Wricht in Caldsheills (for Stephen's part) and John Greirsone in Midlam (for complainer's part) and Bailie Moscrope in Jedburgh to be oversman, and Stephen delivered to the complainer in part payment 4 l. Scots and promised the balance shortly thereafter, whereupon the complainer subscribed a discharge to him and left the same in Bailie Moscrope's hand. William Bulman has since obtained possession of this discharge, but in what way Bailie Moscrope knows not, as his testificate bears; and Bulman refuses to pay the balance of 50 merks less 4 l. —4 June 1659, defender acknowledged the debt but alleged the same paid; ordains him to prove payment.—23 June 1659, John Swanstoun is ordained to produce Thomas Wricht and John Greirsone.—9 July 1659, John Greirsone in Midlame depones 'that Johne Swanstoun acclaimed fiftie merkis of Stephane Bulman, bot whither Stephane wes dew the samene he knowes not, and that he wes daysman for the persewar Johne Swanstoun, and Thomas Wricht for the uther, Stein Bulman, and that Stephane Bulman wald stand to nothing, bot delyverit foure pundis Scottis, which wes left in Baillie Moscropes hand, and as he hard the said John Swanstoun received the four pundis upon the morrow and knowes not upon quhat accompt, bot as he hard Johne Swanstoun say there wes no moir payit of the fiftie merkis acclaimed bot that iiij lib., and

that it wes upon Baillie Moserope his urgencie that the said Johne subscryvit the dischairge and not upon satisfacioun of the partie, and declaires that Baillie Moserope did put up the discharge against the persewaris will.' Thomas Wricht depones 'that he hard John Swanstoun clame 50 merkis, bot declairit Stein wald give no moir with good will, and that the four pundis wes left in the Baillie Moseropes, and that he hard John Swanstoun had received the iiij lib. bot knowes not upon quhat accompt, and that the dischairge wes left with Baillie Moserope, and knowes nothing upon quhat accompt the defender William Bulman received the samene from him.'—16 July 1659, John Swanstoun, present, deponed there is 27 l. resting and that the 16 l. is for annualrent. Decerns therefor ; 48 s. expenses.

Complaint by William Heriot in Uxstoun against John Pringill and James Rolmainhous in Blainslie, 'that quheras about Pasehe 1658 yeires they having than wanting and raiked or stollin a yeir befor twa horses and heiring that they wanted the Laird of Hunthill being at the compleinaris house askitt at him who they wer that wanted the horse and he wald speir them, and the compleinar coming to Lawder and acquainting Johne Pringill he than in presence of sindrie famous witnesses promittit to him twa rex dolloris and carry his chairges incais the compleinar wald undertake and goe alongis to Hunthill with him, and incais it sould happen the horse to be thairis they both then promittit to delyver him each ane boll of aittis in seidtyme last ; and the compleinar than haveing undertaiken to goe with them, and did goe with them, and the horse provcing thairs they received thair horse schortlie thereafter,' yet they refuse to pay the two dollors and the oats or 9 l. as the pricc thereof, with 48 s. of expenses disbursed by the complainer for himself and them.—9 July 1659, deny elaim ; admitted to pursuer's probation.—16 July 1659, Robert Hendersone, burgess of Lawder, depones 'the defenders promittit incais the persewar could speir the horse to give him twa rex dollors, and

Heriot v.  
Pringle and  
Rolmainhous.



farder incais the horse wes gottin againe thair wes something conditioned bot he cannot be speciall theranent.' William Hall in Blainslie depones 'provyding the persewar speired the horse and went with them and did lett them sic the horse, the defenders sould have gevin him twa dolloris and twa bollis aittis at seid tyme, and that incais he speired not the horse and goe alongs with them and lett them sic them, he offerit and promittit to quyt all except his charges, and that he naither speiret the horse nor went any farder with them nor Jedburgh or Hunthill. Absolves defenders from all the claim except 48 s. Scots; which was judicially paid to pursuer.

Threipwood.

Complaint by Archibald Moffitt, portioner of Threipwood, James Moffit, portioner there, William Moffit, portioner there, and Robert Rae there, against James Stoddert there, John Hall there, Robert Knycht there, who are guilty of the breach of an act of neighbourhood formerly ratified by the bailies of this judicatory 'anent the keiping of oversowme's upon the ground of Threipwood,' and other acts of neighbourhood therein mentioned, and ought to pay the fines therein contained.—9 July 1659, probation.—16 July 1659, the bailie interpones his decreet and authority to the old act, and ordains James Moffit to instruct what oversooms are pastured on the ground, 'and ordaines to stent upon the twelff day of Junii [*sic*], and als that no horse be pasturit upon the ground of Threipwood bot 14 horse.'

Robson.

William Robsone in Lessudden finds James Young in Newhall cautioner in 100 merks 'and that quhill this day fyfteine dayes, not to trouble the Patounes under the pain foirsaid,' and then he is to present another cautioner.

Melrose, 22 October 1659, G. Jackson

Maben v.  
Merser.

Complaint by John Mabene in Cobilhous against Thomas Merser in Langlie, who in the fore end of May last borrowed from him a mare for 'ane yocking,' which he detained and

wrought five days, though he promised at borrowing to deliver it back the same day ; ‘ which meir he did put into ane punfauld efter he had wrocht hir, and thaireftir he put hir into ane hous of his awin and keiped hir thair twa dayes and twa nichtis without meat, thereafter put hir forth, and sensyne sho is dead, pryce and worth therof xxiiij lib.’ ; and this he ought to pay, and 8 s. per day since, as damage sustained by the complainer in want of the mare. Defender denied, pursuer offered to prove. George Cowpar depones ‘ he hard by report of the towne the beast wes 48 houris in the house and that wes the occasioun of the death of the meir.’ Adam Darling depones ‘ he hard by report of the towne the beast wes 24 houris and by uthers 48 houris keiped in the hous and as he hard sho came never by the heidles croce dyke efter the comeing out of the house.’ John Leirmouth depones ‘ the persewar lent the meir, but how scho came home, he knowes not, and that he poyndit the meir and kept hir 48 houris in the house and that sho eat litle or none thereafter.’ The judge ‘ finds this cleirly provin and decernes conforme,’ but ‘ thinking that he cannott modifie the pryce of the beast lybellit becaus he knowes not the aige, abilitie and worth thair of, does thairfor ordaine William Bell, William Hoy, Robert Freir and James Bowstoun or onie twa of them to modifie the pryce of the meir according to thair knowledge, and report in writt under thair hands. *Sic sub.*, G. Jackson.—Sir, wee have tain the advyse of other men nor our selfes and wee have sett John Mabens meir to sex pundis 13 s. 4 d. for the pryce thair of, and for the lose of the work thair of wee refer that to your owne selff. *Sic subscribitur*, James Bowstoun, Wm. Hoy.’ The judge modifies 9 l. for the whole, with 24 s. expenses [of extracting].

Claim by Marion Thin, daughter and executrix to deceased John Thin, portioner of Blainslie, and Edward Romanus her spouse, for his interest, who both on 30 April 1659 obtained decreet before the commissary of Roxburgh against John Thin, oy and heir to deceased John Thin his goodsir, ‘ making mentioun that quhair the said John Thin

Thin and  
Romanus v.  
Thin.

his sone [*sic*] is justlie adebtit to the persewaris the sowme of sex bollis of victuall half meill half beir conteinet in the confirmet Testament of the said umquhill Johnne Thin was payable be the said deceist Johnne Thin his sone [*sic*], father to the defender [*sic*], for the cropt 1652, and wes therby decernit to pay the samene to victuall or monie conforme to the liquidatioun 1652, with 4 li. of expenses,' and they desired the bailie's decret to be interponed to the former ; which is done.

' 12 November 1659 '

Alexander v.  
Bellenden.

William Bellendain in Allaneschawes owed Anthony Murray 28 l. 12 s. Scots as the balance of his rent of Ladopmure, and the latter owed George Alexander in Moshouses the like sum, and by his precept, dated 20th July 1659, directed Bellenden to pay to Alexander, but he refuses. Decerns on production of the precept and account, with 26 s. 8 d. expenses. [*In margin :*] ' Ex- [tracted ?] to George Alexander 10 Junii [?] 1665, and confessed he had receaved 14 lib. of it from William Wilsone in Longhauch.' [*Part of a duplicate Extract is here inserted between the leaves.*]

Melrose, 26th November 1659

Wilson v.  
Bichet.

Thomas Wilsone, mason in Galtounesyde, sues John Bichet there for 3 l. 4 s. Scots, payable last Whitsunday. Decerns on pursuer's oath.

Melrose, 10th December 1659, Gideon Jackson

Freir v.  
Paterson.

Complaint by Margaret Freir, widow in Galtounesyde, 'lawfull sister one the motheris syde' to deceased Isobel Uschar, widow in Blainslie, and consequently nearest of kin to her, and executor dative, against George Patersone, weaver in Blainslie, who at defunct's death in November last was owing her 20 l. Scots and 30 ells 'of harden round and small wairpit be hir with him long befor hir deceis,' but he refuses to pay and deliver the same to pursuer, to

whom it was bequeathed by the defunct in presence of witnesses, and Paterson gave her his hand in token of promise. Pursuer and defender compeared, and also Nicol Darling, sister's son on the mother's side to the defunct, who pretended right to the money and cloth and had arrested the same in Paterson's hands till it was made clear to whom it belonged. Defender granted the debt, the legacy and the compact in favour of the pursuer, and, of consent of the said Nicol Darling, gave his oath thereupon. Decerns him to deliver the money and cloth to the pursuer ; 33 s. 4 d. expenses.

Alexander Haistie in Ersiltoune sues William Cairncroce of Allaneschawes for 3 l. as balance of 'ane harvest fie for scheiring fyve or sex yeires since or therby, quherof he promittit him payment one Monday last.' Held as confessed, defender absent ; 10 s. 8 d. expenses. Hastie v.  
Cairncross.

James Bowar, servitor to Alexander Uschar in Melros, sues James Bowar, portioner of Eildon, for 5 l. 12 s. Scots promised last Martinmas. Held as confessed. Bowar v.  
Bowar.

Melrose, 24th December 1659

Complaint by William Fischer, portioner of Eister Langlie, against Patrick Blakie in Calfhill, and William Scott there, who by their bestial in 1657 ate and destroyed to him three bolls of oats, Roxburgh measure, with the fodder, comprised by John Hall and Adam Hislope. John Hall declared that Patrick Blakie agreed with William Fischer for six small fulls of oats, and William Scott for 3 l., 'at Merche and Witso[nday] 1657.' Decerns 'oattis for oattis ex. [sic] against Pa[trick] Blakie ; expenses xiiij s. 4 d.' Fisher v.  
Blakie.

Robert Pringill of Blindlie is ordained to pay to John, Earl of Hadintoune, his Martinmas term's mail and duty of the lands of Westhouses, viz. Martimas 1659. Summoned by Alexander Uschar and not compearing, was held as confessed. Earl of Had-  
dington v.  
Blindlie.



Ridford v.  
Archibald.

Complaint by Thomas Ridfoord in Melros against James Archibald in Lessudden, for whom in November last he became cautioner to John George, collector of the excise from 1st August 1658 to 1st June 1659, for payment of what was owing, and he has paid 19 l. 6 s. 8 d. Scots, and the collector on 10th December granted him assignation and power to pursue for recovery of his relief conform to the 29th and 32d articles of the statute made thereanent; but the said James Archibald will not relieve him. Pursuer confessed he received from the defender's wife 5 l. 'beat' 8 d. Ex[tracted] for the rest; 24 s. expenses.

Dawson v.  
Steinsone.

John Dawsons in Craixiffoord sues Janet Steinsone in Craixiffoord for 40 s. Scots 'for harrowing, mucking, and plaiding.' Decerns; 6 s. 8 d. expenses.

Watson v.  
Lidderdaill.

Thomas Watsons in Clackmae sues James Lidderdain [*sic*] in Kaidslie for 34 l. Scots as the agreed-on price of 4 bolls of seed oats bought from complainer in oat seed time last. Decerns as confessed, defender absent; 36 s. expenses.

Cairncross v.  
Notman 'and  
his wyffe.

William Cairncroce of Allanesshawes at the desire of John Notman in Longschaw became his cautioner for payment to John Oldcorne in Kelso of a boll of pease at 20 merks, and paid the same, but cannot get his relief, and he also owes the pursuer 4 merks as the balance of the price of a cow bought 3 years ago. Held as confessed, defender absent; expenses, 24 s.

Sunhous v.  
Thin.

James Sunhous in Blainslie sues John Thin there for 12 l. Scots of fee, six quarters of 'gray,' a pair of 'schankis' and a pair of shoes, of bounty, for half a year's service from Whitsunday to Martinmas last. Defender alleged the complainer served about six weeks, and referred to his oath whether he was willing to enter back. Pursuer deponed he offered himself back to the defender's father, who refused to accept of it. The judge modifies 8 l. in full of all; absolves from the rest. 13 s. 4 d. expenses.

Marion Scott in Galtounesyde sues Thomas Bowston, <sup>Scott v. Boston</sup> called Duckdub, there, for 34 l. Scots partly borrowed and partly for bear bought from her. Decerns as confessed, defender absent ; 33 s. 4 d. expenses.

James Mein, son of deceased John Mein, portioner of Newsteid, sues John Andersone, portioner of Ridpeth, for 22 s. Scots of borrowed money. Decerns. Also James Mein, smith in Newsteid, detains from him an Obligation by Mungo Donaldsone in Melrois to Janet Bunyie his spouse for 100 merks and interest, which bond was deposited in his hand by the pursuer's and defender's consent till some years' interest acclamed was cleared. Decerns to deliver up the bond. <sup>Mein v. sundry.</sup>

John Mein, son of Robert [Mein] in Newsteid, sues Bartle Walker in Melrois for 8 l. for half a boll of pease bought in summer last to be paid at Lammas. Decerns as confessed. He also claims 15 l. Scots from Andrew Merser, 'Peele' in Dernieke, for a boll of bear bought them, to be paid at Michaelmas. Held as confessed, defender absent. <sup>Mein v. sundry.</sup>

Melrose, 7th January 1660, Gideon Jackson

James Mein, son of deceased John Mein, portioner of Newsteid, sues Mark Blakie in Melrois for 24 l. 7 s. 8 d. as the agreed-on price of some sheep bought from the complainer at and before Martinmas last. Decerns conform ; 20 s. expenses. <sup>Mein v. Blakie.</sup>

Claim by William Cranstoune of Huntliewoode and of the Roane in Blainslie, against James Rolmanus in Blainslie, his tenant, who owes him 46 l. Scots as the agreed-on price of four bolls ferm meal bought from the complainer and to be paid at Candlemas next. Defender granted the debt. Decerns, reserving extraet till Candlemas next. Also he sues Robert Davidsons there, his tenant, for 4 bolls of bear, Melrose measure, for the ferm and duty of his <sup>Cranston v. Davidson and James Rolmanus.</sup>

lands in Blainsly possessed by him, payable between Yule last and Candlemas next, which is refused, 'and farder the said Robert Davidsonsone aucht to be lyable to the penaltie of thrie hundreth merkis for the stopping the compleiner in the receivcing of the said victuall conforme to the contract past betuixt Blindlie and him annent the saill of the lands.' Defender alleged he delivered to James Donaldsonsone six meikle fulls of bear, which pursuer denied. Decerns to deliver the bear, allowing the cess since Whitsunday 1659; expenses of each, 4 merks.

Dewar v.  
Scott.

George Dewar in Eisterlanglie sues William Scott in Allaneschawes for 12 l. 8 s. Scots borrowed from complainer 4 or 5 years ago. Held as confessed, defender absent; 20 s. expenses.

Mein v.  
sundry.

John Mein, mason in Newsteid, sues William Edgar in Melros and Thomas Lookeupe, wright there, for 4 l. Scots 'for beating of the watter-wall.' Decerns on Edgar's confession; 13 s. 4 d. expenses.

Penman v.  
Waugh.

Andrew Penman in Melrois sues James Wauch there for 3 l. 'for ane syde of beiff' bought 2 years ago, and 32 s. owing by William Wallace, weaver, for meal. Decerns as confessed; 13 s. 4 d. of expenses.

Darling v.  
Fisher.

Peter Darling, servitor to William Fischer in Dernick, sues Thomas Merser in Eister Langlie, for 4 l. 2 s., and a pair of shoes in bounty, due for half a year's service. Defender granted; decerns for 4 l. 12 s. for all; expenses, 13 s. 4 d.

Stoddart v.  
sundry.

James Stoddert of Cameistoun, portioner of Lessuddene, sues Andrew Unes in Lessudden for 1 boll 2 firlote ferme bear, crop 1655, price                   , 1 boll 2 firlots at 8 l. the boll, crop 1656, is 12 l., 1 boll 2 firlots at 7 l. 10 s. the boll, crop 1657, is 11 l. 5 s., and 1 boll at 10 l. 11 s., crop 1658, his cess being allowed; also John Fairbairne there rests 13 l. 11 s.; John Cochrane there rests 25 l. 5 s. 6 d.; David

Unes there rests 20 l. 10 s. ; John Unes called ‘Great,’ 17 l. ; James Hunter there rests 16 l., his cess to be allowed. Decerns, ‘reserveand just compt and reckoning.’

John Thin in Blainslie sues James Sunhous there for 4 merks as price of a full of bear bought at Lammas. Decerns on defender’s confession. Thin v.  
Sunhous.

William Speiding, smith in Galloscheills, sues Thomas Merse in Eister Longlie, for 30 l. Scots as balance of seed bear bought from the complainer in bear seed time last, to be paid at Martinmas. Defender denies, referred to his oath, who this day depones ‘he naither received the beir naither promittit payment ; bot grantit fyve merkis.—Absolves and decernes *ut supra*.’ Merse v.  
Speiding.

Melrose, 21st January 1660, G. Jackson

Robert Mein, elder, mason in Newsteid, sues Andrew Riddell, portioner of Lessudden, for a boll of bear bought and paid for by the complainer in 1648, and yet undelivered, for which he claims 20 merks. ‘Ex [penses of] ex[tracting] 13 s. 4 d.’ Decreet, Mein  
v. Riddell.

Complaint by John Thin in Blainslie against John Notman, miller at Longschaw, and Isobel Smyth his spouse, in respect that ‘at Lambes last the compleinar having certane schilling grinding at the said miln of Longschaw and payit the whole multor knaveschip and uther dewtie therfor, trew it is that the said Issobel Smyth causit hir millar to tak thrie half furlotts of schilling for the alledgit multor of nyne bolls of aitts sauld be him at Mertymes 1658 to pay the lairds teind,’ the three half firlots extending to a half boll of meal, worth 11 l., which she and her husband ought to pay. Defenders grant the claim ; ordained to produce the Laird’s warrant.—21 January 1660, ordains pursuer to depone that the oats were sold to pay the Laird’s teind, and that the Laird received the same money. Both parties refer this absolutely to the bailie, at whose decision they will abide. The bailie absolves the defender. Notman v.  
Thin



Haitlie and  
Tait v. Blakie.

George Haitlie in Huntliewood sues Thomas Blakie in Longlie for 44 s. for a stack of peats; and Thomas Taitt sues him for 45 s. for a stack of peats. Decerns for both; 12 s. expenses.

Sunhous v.  
Notman.

James Sunhous in Blainslie complains against John Notman in Longschaw and Isobel Smyth his spouse, in respect the said Isobel at her own hand poulded and keeps up from him a boll of oatmeal and a firloft of 'schilling,' and will not allow him to take away the same from the mill; although he has paid the multure. Ordains to deliver the victual, and the pursuer [*sic*] to pursue for any abstracted multure.

Bowie v.  
Olipher.

Thomas Bowie, multurier in Melros, sues Andrew Olipher, cordiner in Dernick, who bought from him a year past on Martinmas 'four barkit oxen and kyne hydis' at 24 l. Scots and still owes thereof 6 l. 10 s. Defender grants the balance, but alleges he delivered a pair of shoes worth 24 s., children's shoes worth 40 s., and a pair of 'schoes bordering,' worth 16 s., and depones all is paid but 50 s. Decerns for that, and absolves from the rest.

Henderson v.  
Turner.

Marion Hendersone in Longschaw sues James Turner there for half a firloft of 'bounteth aittmeill' for shearing in harvest last, price 50 s. 'Mair he sett to me ane hail house and deteinet fra me the half therof,' for which he should pay 5 merks or allow the same. Modifies 40 s. for the meal and 20 s. for the house.

Davidson v.  
Gray.

John Gray in Selkirk sues Robert Davidsons in Blainslie for 5 l. Scots of fee and a meikle full of bear as bounty, for shearing in harvest last. Defender denies, and being put on oath depones he promised neither fee nor bounty, 'but that he enterit to try himself twa half dayes.' Absolves.

Turner v.  
Henderson.

James Turner in Longschaw sues Marion Henderson there for 4 l. 1 s. for a firloft of oatmeal bought before

Lammas last, and 20 s. for work. Decerns for the meal ;  
‘ the rest quatt.’

Anthony Murray, brother german of William Murray of Newtowne, sues Mr. William Duiguid, minister of the gospel, portioner of Apiltrieleives, for 12 l. Scots, payable at Lammas 1659 conform to his ticket dated 14 March 1659. Decerns, with 20 s. of expenses. Murray v.  
Duiguid.

William Andersone, merchant in Melros, complains that John Fischer of Westerhousebyre, in whose hands the sum of 8 l. of borrowed money due to complainer by Walter Hall, Fisher’s servant, was arrested, will not make the same forthcoming, Fisher being due the same to his servant for fees. Fisher desires pursuer’s oath of calumny and that the debt is due. Pursuer depones ; and the defender depones he was owing nothing at the time of the arreistment. Absolves. Fisher v.  
Anderson.

John Notman, miller at Longschaw, sues John Thin in Blainslie for the multure, etc., of 13 bolls of oats, crop 1658, diverted from the mill. Absolves defender on his oath. Thin v.  
Notman.

Melrose, 4th February 1660, G. Jackson

Claim by John Halliewooll, portioner of Galtounesyde, against Thomas Merse in Eister Longlie, who in the fore end of December last sold to him 5 bolls and half a firloft of bear, to be delivered at Yule, which is not yet delivered, and he ought so to do or pay 9 l. per boll. Ordered to pay the bear or 8 l. 4 s. the boll, with 48 s. expenses. Halliewooll v.  
Merse.

John Mein, smith in Ridpeth, sues William Hunter there for 6 l. for smith work wrought 3 years ago and reckoned at Whitsunday last. Held as confessed ; 13 s. 4d. of expenses. Mein v.  
Hunter.

James Mertoun, younger, in Brigend, sues George Merse, younger, in Dernick, weaver, for 4 l. Scots for a firloft of Mertoun v.  
Merse.

oatmeal bought at Candlemas 1659, to be paid at Whitsunday last. Decerns as confessed.

Donaldson v.  
Notman.

James Donaldsone in Blainslie sues Thomas Notman in Moshouses for 40 s. Scots for meat, drink, etc. Decerns as confessed.

Speiding v.  
Merser.

Decerns James Merser in Galtounsye to pay to William Speiding, smith in Gallowschcills, 40 merks as balance of 'the forsaid beir allegit bocht and received be Thomas Merser from him conforme to the clame quherof he is absolvit upon his oath the preceeding court except onlie fyve merkis grantit be him of his awin confession'; expenses of James Merser, 26 s. 8 d., Thomas Merser, 10 s. 8 d.

Dawson v.  
Steinson.

Janet Steinsone in Craixiffoord sues John Dawsons there for 10 s. 'for the pryce of ane syth thrie yeirs since; *item*, mair for half ane peck of oatmeill and beirmeill, pryce of the copfull aitmeill iiij s., beirmeill iij s.; ane dayes hether pulling, iiij s.' Absolves defender on his oath.

Rodger v.  
sundry.

James Rodger, portioner of Ridpeth, sues Andrew Cairncros and George Bell, portioners there, the former for 8 l. 9 s. 8 d. partly borrowed and partly for furnishing within the past year, and the latter for 2 l. 9 s. 6 d. for the quarters of Englishmen about 'Skristhursday last.' Cairncrose held as confessed, being absent; Bell present, decerns for all except 17 s. referred to pursuer's oath.

Ker v. Cairn-  
cross.

Gillian Ker, wife of John Ker of Prestoun, sues Andrew Cairncroce of Westerlonglie and Wolplaw, for 6 l. 4 s. for the rent of a house in Hilslope wherein his deceased brother Robert dwelt in 1659, whereof the said Andrew promised payment, at least Marion Kairter in his name. Defender denies, desires pursuer's oath of calumny. Both parties refer this to the bailie, who decerns for 4 l. in compensation of all.

Isobel Bowar in Melros sues Thomas Mar, portioner there, Bowar v. Mar. for 20 s. due to her for oats. Janet Gay confesses, and alleges the pursuer received straw therefor. Absolves [*sic*] and ordains to pay 4 s. 6 d. Paid judicially.

Decerns George Alexander in Moshouses to pay to the Earl of Had- Earl of Hadintoun 37 l. 4 s. 4 d. for the feu-duty of Mos- dington v. houshes for Whitsunday and Martinmas 1659 conform to sundry. his promise; Andrew Pringille in Halkburn to pay for Mr. William Wallace's feu-duty, Whitsunday and Martinmas 1659, 25 l. 9 s.; George Pringill of Buckholme for his feu and tack duty of Buckholme and within the precinct of Melros, Whitsunday and Martinmas 1658 and 1659, 64 l. with 5 merks of expenses; Andrew Darling, younger, in Apiltrieleives, for his feu and teind duty, Whitsunday and Martinmas 1659, crop 1659, 45 l. 6 s. 8 d.; John Frater, younger, there, for his feu and teind, same terms, 7 l. 11 s. 2 d.; James and Archibald Moffat in Threipwood, 'passis them.'

'Seing that Barbara Ker, that prophaine scandalous Act against woman, hes againe escaiped out of this prisone where scho Barbara Ker. hes bein kept for a long tyme bygane, these ar thairfore to dischaarge all the inhabitants within this paroehe of Melrois to recept the said Barbara Ker in thair housses either be nicht or be day at any tyme heirefter, and that under the pain of fiftie pundis by and attour the imprisonment of the recepteris persones duiring the space of aueht dayes, and if the said Barbara salbe receipt be any persone within the said paroehe and salbe apprehendit and put out be onie of thair nichtbouris who sall recept hir as said is, the one half of the said fiftie pundis to be payit be hir recepteris salbe gevin to these who dois apprehend hir or put hir out to the baillie, and the uther half salbe taken and upliftit from hir recepteris without defaleatioun and applyit for the use of the poore of this paroehe; and ordaines Alexander Useher, officer, to mak intimatioun heirop at the mercatt croce of Melros to the effect that none may pretend ignorance heirop. *Sic* [*subscibitur*], G.



Jacksons.—‘ 4 Febrii 1660, red oppinlie in presence of the whole court conveyet within the tolbuith, and presentlie thairefter red at the mercat croce of Melros be Alexander [Uschar], officer undersubscribeand ; witnesses within the tolbuith, George Alexander in Moshouses, George Bell, portioner of Ridpeth, Andro Phaupe in Melros, John Bunyie in Newsteid ; and at the mercatt croce of Melros, George Mertoun, tailyeor in Melros, Johne Coutt in Lessudden, with sindrie utheris conveyet therat. *Sic subscribitur*, Alex<sup>r</sup> Uschar, officer.’

Act, Newstead  
v. sundry.

Complaint by Robert Mein, Robert Trotter, James Mein, and James Merseer, for themselves and in name of the other feuars of Newsteid, against the whole inhabitants of the towns of Newtoun, Eildon, Dainyeltoun, and Melros, who ‘ cuttis, houckis, away leids, carries and takes the Newsteid quhines off and from the hill ground and lands of Newsteid,’ to the great prejudice of the feuars and inhabitants of Newsteid, and they intend still to continue this invasion. An act is craved imposing penalties, half to be paid to the bailie and half to the complainers. The bailie enacts that whoever in the foresaid towns either privately or publictly by night or day cuts and takes away whin from the foresaid ground shall be liable to a fine of 40 s. Scots for each offence ; this act to be published at the market cross of Melrose on Saturday next, being the market day, ‘ and be the officeris of each one of the saidis respective townes to the inhabitants thair of.’

Melrose, 11 February 1660, ‘ head court,’ G. Jackson

Watson v.  
Caldeleuch.

Complaint by Thomas Watsonsone in Cleckmae against Thomas Caldeleuch in Blainslie and Marion Fogo his cautioner, in respect that on 9 October last Caldeleuch sold to him two bolls of sufficient seed oats ‘ of the best that grew one Thomas Lythgowes land,’ which he paid fully, and the defender found Marion Fogo cautioner for delivery thereof in seed time or whenever he required the same ; but they refuse. Defender absent, decerns to deliver the oats, or 9 l. for the boll.

John Ker of Prestoun sues James Mein of Wester Longlie, *Mein v. Ker*, 'mentioning quheras *in anno* 1650 he being put out sojour be James Lythgow then baillie of this regalite to the compliner being then Captain lieutennent, at quhat tyme he returned bak from Leith heir and imployed my father-in-law to cum in to Leith and deall with the compliner to hyre ane sojor for him to put in place of himselff, which accordinglie he did, and thairefter the compliner directit his father-in-law to agrie with him, which he also did, at the Lindein, and at the Michaelmes efter Dumbar in a yaird in Galloseheills the said James Mein faithfullie promittit him payment of fourscoir pundis of fie befor his dochter, the compleiners spous, and sindrie uther companie thair present, with twa stounes of cheis of bounteth,' all which he refers to James Mein's oath.—4 February 1660, defender takes his oath to avisandum.—11 February 1660, declares upon oath 'he maid no pactioun with the persewar naither privatlie nor publictly, naither did he ever imploy Robert Ker to deall with his sone-in-law for hyreing of ane sojour, and that he was never inrollit, as he sould answer to God.' Absolves.

Melrose, 25 February 1660, Gideon Jackson

Complaint by Andrew Smyth, burgess of Lawder, against Thomas Caldeleugh in Blainslie, who about Martinmas last sold to him six bolls of good and sufficient 'inland aittis,' Blainslie measure, counting 5 meikle fulls to the boll, to be delivered about Yule thereafter, but he delivered only three bolls, and refuses the rest, though the first three are fully paid and he received 9 l. 14 s. in the fore end of payment of the other three. He ought to deliver the bolls of oats or 11 l. for each boll. Defender compearing personally, and pursuer compearing by William Smyth, his son, the claim found relevant and admitted to pursuer's probation. George Alexander in Moshouses, married, 23 years of age, depones 'he wes in companie with the persewar and defender at Lauder quhair they wer speiking about the selling and buying of sex bollis aittis, but they

*Smith v. Caldeleugh.*

made no bargane at that tyme in his presence, and that twa or thrie yeirs [*but seems altered to daceis*] thereafter Thomas Caldeleuche being comeing from Galloscheills the depouner askit at him gif he had maid the bargane with Andro Smyth and that he said he had maid it and that the pryce of the boll of aitts wes vj li. vj s. 8 d., bot did not tell him whither he had receaved the monie or not.' James Caldeleuch, brother of the defender, unmarried, 50 years, depones 'he hard his brother say that he had sauld sex bolls of aitts to compleit the sowme conteinet in ane band grantit be him to the persewar, and knowes nocht ells.' The bailie granted commission on 25 February to the bailies of Lawder to take the deposition of Andrew Smyth, burgess of Lauder, whose inability to travel hither was represented by his son, anent what was paid by him and what is undelivered. Court held at Lauder, in the tolbooth, last of February 1660, by Thomas Wood and John Maitland, bailies of the said burgh, Andrew Smyth deponed he gave to Caldeleugh in part payment of the oats yet undelivered 9 l. 14 s. Scots. Written by John Murray, town clerk.—The bailie ordains the defender to deliver the rest of the oats to the pursuer, the latter always paying the balance of the price agreed on; expenses, 40 s.

Melrose, 10th March 1660, G. Jackson

Freir v.  
Duguid.

Robert Freir in Galloscheills sues Mr. William Duguid, minister, portioner of Apiltrieleives, for 11 l. 15 s. for flesh bought by him and his wife in 1659, to be paid at Handsel-monday last. Held as confessed, defender absent; 13 s. 4 d. expenses.

Wright v.  
Vair.

Thomas Wricht in Coldscheills sues Thomas Vair, smith in Newtowne, for 10 l. 6 s. as balance of price of a 'naig' bought from complainer last Whitsunday. Pursuer grants receipt of 3 l. 6 s. Decerns for the rest; 13 s. 4 d. expenses.

James Wallace, portioner of Melros, sues Mr. John Currie there, for 14 l. Scots conform to his ticket, for sundry necessities furnished by complainer to him. Decerns ; 20 s. expenses. Wallace v. Currie.

Thomas Lookeupe, wright, portioner of Melrose, having power and commission from Robert Wauch, heritor of these houses and yards within the precinct of Melrose, complains against James Wauch there, his brother-in-law, 'who dois most maisterfullie and violentlie posses ane house and the half of the yaird pertening therto and will onnawayes flitt and remove himselff furth thair of albeit he hes severall tymes desyrit him to doe the samene conforme to the commissioun grantit to him be the said Robert Wauch for setting of the same and removeing of the said James Wauch,' dated 9th May 1656, produced. Also he has wrongfully intromitted with and taken away 'ane schood kairt' worth 10 merks, 'ane caldron cruik' worth 40 s.. 'ane plenished bed with fedderis, bolsteris, codis, scheitts, blanketts, coverings, mads, courtings, and utheris belonging to a plenished bed,' worth 20 l.—10th March 1660, ordains James Wauch 'to satle and tak the houses from Thomas Lookeupe betuixt and this day xx dayes, quherin give he faillie to provyde for himselff at Witsunday nixt'; and ordains pursuer to prove the last part of the claim. Lookup v. Wauch.

James Turner in Burlands sues Thomas Redfoord in Melros for 25 l. 3 s. Scots as the agreed-on price of a load of oats and three firlots of bear bought from the complainer in March 1659, to be paid at Whitsunday thereafter. Decerns on defender's confession ; 24 s. expenses. Turner v. Ridfoord.

William Fischer, third lawful son of deceased Alexander Fischer of Sorrowlesfeild, sues James Bowstoun, portioner of Galtounesyde, and William Hoy, portioner there, his cautioner, for 77 l. Scots as the balance of a greater sum contained in their bond, with 2½ years' interest at Whitsunday next, conform to precept raised on the bond on 8th August Fisher v. Bowstoun and Hoy.



1654, registered in the sheriff books of Roxburgh, and of which sum Isobel Lythgow, his mother, tutrix and administratrix, has often asked payment. Decerns on production of the bond, defender absent ; and judge interpones authority to the precept for payment of principal and the interest bygone and to come.

Bowie v.  
Welsh.

Thomas Bowie, multurer of Melrois mills, sues Thomas Vailsh in Newsteid, for 4 l. 10 s. as the price of a firloft of oatmeal, payable at Martinmas 1658. Held as confessed ; 10 s. expenses.

Decreet, Stobo  
v. Lyes.

John Stobo in Symington sues John Lyes in Whitley for 3 l. as balance of fees due to him for service wrought three years ago. Expenses, 10 s.

Pringle v.  
Currie.

John Pringill of Williamlaw sues Mr. John Currie, portioner of Newtoun, for 40 merks as a year's rent and duty of the houses, yards, and others set in tack to him by the tutors of Mr. Michael and Helen Wallace, lawful children of deceased William Wallace, notary in Melrose, lying in the town of Melrois, and set back again by him to the said Mr. John from Whitsunday 1658 to Whitsunday 1659, conform to Letter of Tack dated 29th March 1658, which tack duty was payable at Martinmas and Whitsunday now long bypast. Decerns as confessed ; 40 s. expenses.

Brodie v.  
Lyes and  
Laidlaw.

Complaint by John Notman, miller in Langschaw, against Thomas Laidlaw in Williamlaw, for abstracting the multure, etc., of 8 bolls of oats, last crop ; William Laidlaw for the same (who grants 8 bolls ' both for his father and him ) ; John Lyes in Whitley the multure, etc., of 15 bolls of oats and ' thrie yeirs umell corne ' ( held as confessed ). Decerns the first two, for 8 bolls, estimated to 1 firloft  $\frac{1}{2}$  peck of ' schilling ' and meal at 14 l. the boll, is 3 l. 18 s., and 10 s. expenses ; John Lyes for 12 bolls, estimated to three half firlofts and a peck, is 6 l. 1 s., and 3 bolls ' umell corne ' estimated to 3 pecks 1 cupful, at 8 li. the boll, is 1 l. 12 s., with 16 s. 8 d. expenses.

Melrose, 10th March 1660

Andrew Cairnerose, portioner of Reidpeth, and Margaret Mein his spouse produced in presence of the bailie-depute a Contract of Wadset dated 5th March inst. between them and John Dinant, servitor to Alexander Halliburtonne of Coltheanknowes, granting to him two husband lands pertaining to them in the town of Reidpeth in Berwickshire, under reversion for 1000 l. advanced by him to them; and in terms of a Clause in the Contract Margaret Mein made faith judicially that she was not coerced hereto; whereupon John Rodger, Dinant's procurator, took instruments. Done in the tolbooth of Melrose in face of court, about 1 P.M.; witnesses, Alexander Uschar and John Fennick, officers of court.

Melrose, 10th March 1660

Complaint by John Anderson, portioner of Ridpeth, against James Mein, lawful son of deceased John Mein, portioner of Newsteid, Mary and Isobel Mein, his daughters, and only executors testamentar, as follows:—By contract of marriage, dated at Ridpeth, 20th May 1643, between said deceased John Mein therein designated indweller in Coldounknowes byres, on the one part, and Isobel Andersone, widow of Alexander Anderson, portioner of Ridpeth, on the other part, he promised to infest her or provide to her in liferent six bolls sufficient bear, Newsteid measure, 5 meikle fulls to the boll, yearly to be uplifted from his lands of Newsteid and Annay of Melrois or any part thereof 'most poyndable,' and so warrand the same free of all burdens and bygone debts and taxations; and for certain sums paid by the pursuer to the said Isobel Anderson, his mother, she sold and disposed to him her six bolls of bear of the last crop, 1659, and by her assignation, dated at Ridpeth 3d January inst., she for his further security assigned to him the said contract of marriage, only to the extent of the obligation. The victual is still unpaid to the said Isobel, and the executors, defenders, refuse to pay the same to

Anderson v.  
Mein.

the pursuer. Pursuer compears with John Rodger, procurator, and exhibits the Contract and Assignment, and James Mein, defender, compears for the rest, and gives in the following defences:—First, no process till pursuer binds himself to insist throughout the whole process; second, no process till pursuer gives his oath of calumny; third, no process till he produce alleged Contract of marriage, to be inspected by defenders; fourth, till Isobel Anderson's infestment be produced and delivered; fifth, though these be produced and delivered for inspection, yet the ferme acclaimed does nowise pertain to pursuer, but by the law of the realm belongs to the executors as movable goods and gear pertaining to the defunct. It is replied that in the Contract of marriage John Mein was obliged with all convenient diligence to infest his spouse in the annuity (etc. as in the principal libel), and as to first of the defences, a pursuer is master of his own proces and may insist or desist at his option, and meantime he is daily authorising the court to prosecute by libelling, summoning, calling and continuing in his Lordship's name and by his authority. Having submitted documentary evidence, the process should be summary and not require his oath of calumny. As to the executors' claim on the victual the annuity was granted in the Contract to the said Isobel herself in lieu of tierce or third of land or other heritage or movables she could claim.—The judge on March 10th 1660, in regard the said John Mein died about Lammas 1659 and the fermes of that crop were not payable till between Yule and Candlemas thereafter, ordains the said James Mein and other executors to pay to the pursuer, as assignee foresaid, the half of the bear acclaimed, and absolves them from the other half as having right thereto themselves, without prejudice to Isobel Anderson's right to the whole annuity in time coming while she lives.

Anderson and  
Mein v. Bell  
and Cairn-  
cross.

Complaint by Isobel Andersone, widow of Alexander Andersone, portioner of Ridpeth, against George Bell and Andrew Cairneroce, portioners of Ridpeth, who are due to her 8 bolls of bear, Melrose measure, at 5 fulls to the

boll, as the ferme of the lands in Ridpeth pertaining to her in liferent (by her Contract of Marriage dated 17th August 1635) and possessed by the defenders equally between them, crop 1659.—21st January 1660, she compeared by John Anderson her son, and defenders compearing granted the debt and were willing to pay to those having best right, deducting the cess. The bailie ordained a copy of the claim to be given to James Mein in Newsteid, executor to the deceased John Mein, who proponed the same defences against this as against the last claim, and received like replies.—11th February 1660, Andrew Cairncroce, one of the defenders, alleged the land was set by deceased John Mein for 6 bolls 3 fulls of bear; referred to his oath, who took avisandum.—25 February 1660, said Andrew depones they took the land from deceased John Mein for 6 bolls 5 half firlots bear, and that John Mein promised ‘to quyte him half ane furlott of his part.’—10th March 1660, the judge ordains defenders to pay to pursuer the half of the bear abovewritten for crop 1659, ‘in regaird that John Mein hir husband did expyre a litle befor the cropt wes schorne,’ and to pay the other half to John Mein’s executors, the cess being deducted from the first end thereof; without prejudice to Isobel Anderson of her liferent right to the whole farm of the said husband land in time coming. *Nota*, George Bell’s part, 3 bolls 1½ firlots; Andrew Cairncroce’s part, 3 bolls 1 firlot.

31st March 1660, G. Jackson

John Notman, millar at Longschaw mill, sucs Thomas Brodsey <sup>7.</sup> Caldeleuch in Blainslie, who has abstracted from the mill his whole ‘girst’ of last crop, being 8 bolls of oats. Held as confessed, being 3 l. 18 s., with 10 s. expenses.

Complaint by James Mein, son of deceased John Mein, portioner of Newsteid, and executor to him, against William Anderson, portioner of Ridpeth, against whom Isobel Anderson, wife of said John Mein, and he for his interest, obtained decret on 13th March 1658 for delivery to them <sup>Mein 7.</sup> Anderson.



of 5 bolls 1 firloft of bear, Melrose measure, being 5 meikle fulls to the boll, as the ferme and duty of certain lands in Ridpeth liferented by said Isobel and set by said John Mein to defender, crop 1657, or for payment of 6 l. per boll, extending to 31 l. 10 s., with 4 merks of expenses; which he still neglects to fulfil to the executors. John Rodger, procurator for defender, alleges in defence that the pursuer produces no title clearing himself as executor confirmed to his father; to which it is answered that the pursuer is only executor nominated in his father's testament, and has undoubted right to sue, but he cannot obtain himself confirmed 'because of the troubles now common and recent in the land'; but for the defender's security he is content to give him a discharge, with a cautioner, bearing warrandice at all hands whatsoever, and renew the same until the defender finds himself sufficiently discharged; and he is content to find caution to confirm himself executor as soon as there is a commissary appointed for confirmation of testaments; otherwise, the defender ought to find caution to make the bear forthcoming to the executor. —The judge finds that pursuer cannot have action against defender for payment of the bear or price thereof until he is confirmed executor, which cannot be done at present in respect of the troubles of the time, but ordains William Anderson to compare next court day and produce a cautioner, to enact themselves to make forthcoming to such as are found having right to the bear or prices, after confirmation can be had, with certification if he compare not or fail to produce a cautioner, decret will be given against him in terms of the libel, and the pursuer will then be held to grant discharge with caution and warrandice conform to his offer.—17th March 1660, the interlocutor being read, John Rodger offered to find a sufficient cautioner; but this day being called and failing to find the said caution, the bailie ordains as in the certification; expenses, 4 merks.

within this fourtie dayes or therby at the persewar and defenders agriement in Alexander Uschars befor your Lordship and Torsonce they than promittitt to keip there yewes upon the yew fence, the yeild scheip upon thair fence, and the nolt quher they wer formerlie uset to pasture; and trew it is that they being to remove at Witsonday they out of thair malice and hatred, to mak the ground unproffiteable, does suffer the nolt to pasture upon the yew fence without hirling of them, quhich wilbe the occasioun of roting of the whole goods that sall pasture therupon thairefter; and than promittit to saw beir and aittis according to there fall, and als trew it is that they have sawin aittis quher they sould have sawin beir, to the complainers great prejudice and damenage.' Therefore he craved an act, and also compensation for the damage. The bailie ordains the tenants to pasture their ewes, yield sheep and nolt where they were formerly wont to pasture, and keep the nolt off the ewe fence, under pain of 40 s. for each offence; 'and ordainet to intimate the samenc and to chairge them to fulfill it under the penaltie fairsaid (bot not to poynd unles there be ane approvin breache in ane new proces to be intentit thairfore).'

James Smith in Calfhill sues George Dewar in Longlie as cautioner for Patrick Blaikie in Calfhill, for 20 l. due by the said Patrick and promised by the cautioner about Pasch 1659. Defender denied cautionry for anything but a boll of bear; referred to his oath, who referred back to pursuer, who deponed he was cautioner for the 20 l. Decerns, with 30 s. expenses. Smith v.  
Dewar.

Complaint by Thomas Caldelewch in Blainslie against George M'Callo in Braidwoodscheill who at Yule 1658 borrowed from him a boll of bear, Melrose measure, 'milfric,' and did then grind the same, and promised to deliver back to pursuer a boll as good and sufficient in bear-seed time, but for want of fulfilment the pursuer had to buy bear for sowing, at 20 merks, which the defender ought to pay, with a full of oats borrowed also at that Caldelewch v.  
M'Callo.

time by him from the pursuer, price 32 s., and he is also owing him 'for the fodering and wintering of twa nolt in winter 1658' 5 l., and 3 l. 10 s. paid out by pursuer for him at his direction for the maintenance due from the lands of Braidwoodscheill the last four months. Moreover, his beasts ate 4 bolls of oats and bear in harvest last of his corn in Braidwoodscheill. Defender denies all except a boll of bear, 'and depones he is awin no menteinance nor nolt's fodering; grants three pecks oats; modifies 7 li. for the beir and to delywer the aits.'

Dinant v. Kid-  
foord.

John Dinand, miller at Thirlstain mill, sues Thomas Ridfoord in Melrois, for 10 l. Scots as a price of a boll of bear bought from pursuer about a year ago.—31st March 1660, decerns for the 10 l., defender absent; 13 s. 4 d. of expenses.

Dinant v.  
Cairter.

Same against Marion Kairther, widow in Longshaw, who owes him 5 l. Scots as the rent of a house in Longshow set to her for a year, and possessed by her about seven years ago. Decerns as confessed, defender absent; 10 s. expenses.

Bunyie v.  
Taylor.

Complaint by John Bunyie, elder, portioner of Newsteid, against George Taylor, weaver in Blainslie, who employed him about 4 years ago as procurator in an action and promised satisfaction for his trouble, and the pursuer accordingly 'did my diligence the space of ane wholl yeir, and the busines nott being fund cleir wes deserted by them, and therfor I aclamed from him for ewerie court day for my diligence ane cowrt day sex shillings Scots during the space of twentie sex cowrt dayes,' which he promised to pay, but will not unless compelled. Decerns for 5 l. in compensation of all.

Purves v.  
Archibald.

James Purves, weaver, portioner of Lessudden, sues James Archibald, there, for 4 l. 3 s. 4 d. as remaining of the price of a boll of wheat bought from complainer in February last. Held as confessed; 10 s. expenses.

John Mein, son of Robert Mein, mason, portioner, of Newsteid, complains on Andrew Kennedie, portioner of Dernick, who on 11th February 1660 granted receipt of 25 l. 13 s. 4 d. paid by the complainer to him in part payment of four bolls of bear sold to complainer, to be delivered before Fastingseven now last past, or 12 l. for each boll undelivered ; but delivery is not made. Decerns for bear or price thereof, defender absent ; expenses, 24 s.

William Edgar, portioner of Melros, sues James Burne, weaver there, for 3 l. Scots as rent and duty of a house and yard pertaining to him, Whitsunday 1659, with 10 s. Scots 'for twa scheir dayes work' promised in harvest last. Decerns, defender absent.

Michael Gibsone in Melros sues Thomas Stenhouse, portioner of Newtowne, for 55 s. Scots as the price of certain flesh bought from complainer at Yule a year past ; and also sues Thomas Eilleis, wright in Dainyeltoun, for 31 s. as balance of price of flesh also bought then. 'Decerns for both.'

Complaint by Thomas Caldeleuch in Blainslie against Thomas Notman in Blainslie and James Haistie there, who owe to him 17 bolls of victual, half meal, half bear, Roxburgh measure, being 5 meikle fulls to the boll, as the ferme and duty of three husband lands in Blainslie pertaining to Mr. William Wallace and set by him in tack to the complainer and by the latter to them in sub tack, crop and year 1659, with the parsonage teinds due by them to the teindmaster, and the vicarage, the parsonage extending to 50 l. and the vicarage to 4 merks ; also said Thomas Notman owes him 5 l. 'for ley teilling' and 40 s. 'for barne maill,' and said James Haistie owes 5 l. 'for ley teilling.'—25 February 1660, decerns against James Haistie for last part of the claim, being absent ; 10 s. expenses.—31st March 1660, 'defender Notman present, persewar absent, depounet he is awin nothing of the last aeclame, bot hes satisfiet the persewar be payment of ane house maill.'



Waddell v.  
Dewar.

Complaint by Thomas Waddell, burges of Lawder, against George Dewar in Eister Langlie, who became cautioner for Patrick Blakie, younger, in Calfhill, to William Kyle in Peppermilne for 33 l. 6 s. 8 d., being 12 l. of borrowed money and 21 l. for three bolls of bear; which sum was assigned by Kyle to the complainer on 31 December 1657. The defender has paid about 20 l. thereof, but refuses the rest, with a year's interest of the whole; also he owes the pursuer a ewe lamb promised two years ago.—10th March 1660, defender to have a copy for defences. Alleges the claim is for more than is due, and desires discharge for what is already paid.—31st March 1660, defender grants 31 l. 12 s. 'of dew debt.' Depones he delivered 18 s. to the said William Kyle in Galloscheills on Midsummer day, and two bolls and 4 meikle fulls of bear. Decerns for 8 l. 16 s. yet remaining; 20 s. expenses.

Braidwood-  
scheill v. Cald-  
cleugh.

Complaint by Thomas Caldeleuche in Braidwoodscheill 'at leist in Blainslie' against Margaret Collingwoode, widow of William Huntar in Braidwoodscheill, and James Mure, now her spouse, for his interest, as follows:—There was a contract between her and the complainer at Lauder, 5 May 165 , whereby for 200 merks, payable at Martinmas and Whitsunday yearly, she set in tack to him the lands of Braidwoodscheill, with houses, yards, crofts, meadows, mosses, 'pasturage of sowmes extending to threttie sex, in and out,' and the teinds, parsonage, and vicarage as then possessed by Fogo and James Fogo, her tenants in the parish of Melrose, with that hauch of land called Malieshauch lying beside the lands of Braidwoodscheill, with the parsonage teinds of the said hauch, all for three years and crops from his entry 'which wes and began as followes, to the foirsaid houses, yairds, meadowes, mosse, moores, pastureage of sowmes, and viccarage teinds, at Witsonday nixt thairefter in the said yeir of God 1651 yeires, and to the arrable and corne feild land at Mertymes nixt thereafter or lesser at the seperatioun of the cornes therfrom, and to the personeage teinds of the saids lands of Malieshauch at Lambes or therby the yeir of God 1652,'

and he was to pay the yearly feu-duty of Braidwoodscheill, provided the same extended not above 20 s. Scots, and to pay yearly for the parsonage teinds of Braidwoodscheill to Lord Elibank or his order 16 l. Scots, and for the parsonage teinds of Malieshauch yearly 10 merks ; while she was to relieve him of all monthly maintenance, cess, local quarterings, outrigging of troop horses, and arms, present, bygone and to come, and all burdens to be imposed on the said lands ‘ (except transcient quarterings and outputting of foote) ; ’ with 10 l. of penalty to the contravener, besides fulfilment ; and she granted absolute warrandice. Nevertheless, ‘ the said rowme of Braidwodscheill hes bein in use in altyme bygane to pasture thairupon conforme to the rest of the lands of Blainslie the number of twentie sex sowme throw the lands and ground of Blainslie, and that the fewaris of Blainslie stentit and restrictit him thairto and wald not suffer nor permitt him to hald nor pasture any moe thairupon,’ whereby he wanted the pasture of 10 sooms of bestial yearly for the said three years, at 5 merks each soom, extending in all to 100 l., with 20 l. of profit ; and he also paid to the lairds of Quhitslaid 2 merks yearly for the lands of Malieshauch, and two loads of peats at 20 s., extending to 9 l. more than is contained in the tack ; of which super expenses and losses the defenders should give him satisfaction, in terms of the warrandice. Pursuer present, and also defender’s husband ; the pursuer produced his witnesses, as follows :—James Murray in Blainslie, 66 years, unmarried, depones ‘ he knowes perfytlie that the persewar pasturet during the tyme of the wholl tak twentie twa sowmes of schcip and nolt, twa horse and anc staig, quich pasturet throw the hail moores of Blainslie and Broadwoodscheill ; and knowes nothing neither abowtt the det nor mailles.’ John Greive in Lawder, 30 years, depones ‘ that the persewar pasturet the sowmes forsaid the first and second yeires of the tack, bott knowes nott whither he pasturet them the last yeir, in respect he wes nott upon the grownd ; and knowes nothing anent the det and Malieshawgh.’ Edward Darling in Blainslie, married, 60 years, depones ‘ that he newer

told the persewares sowmes, bott onely he heard be the report of his neighbowres that he had his haill sowmes and ower, and knowes the persewar payit the three pownds to his best knowledge, bot qwithir he or shooc was lyabill to pay it knowes nott.' James Donaldsone, married, 40 years, depones as Edward Darling for the sooms, 'and knowes nott quhider he payit owt the three pownd or nott, and iff it be payit it wes efterwards allowit, and that he hes payit nothing for the hawgh, and efter compt and reckining in Broadwoodscheill all clages and clames wes quyt be Thomas Caldelewch to Broadwoodscheill, wherupon scho gave ane discharge and ane acompt of the rest what Thomas Caldelewch wes dew to him [*sic*] upon the end therof, which dischairge John Swinhows hes deposet in his hands with consent of both parties.' John Pringill depones 'the persewar had fourtie sowmes the first yeare, and that the towne casit him putt some of them away, and that the persewar wes newer within thirtie sowmes, and knowes nowght else.' The judge 'finds the lybell anent the sowmes cleirly prowlin against the persewar, and absolves the defender of thes sowmes.'

Melrose, 14th April 1660, Gideon Jackson

Welsh v. Hay. Complaint by Thomas Vailsh in Newsteid against Helen Hay, goodwife of Drygrange, as follows :—About six years ago the said Helen hired him 'to work to hir twa yockings of ane pleuch and four dayes harrowing with twa horse in task work, pryce of each dayes, xx s. Scotts,' extending to 6 l. Scots, which she ought to pay. Decerns on defender's oath for 4 merks only, in compensation for all, conform to account produced.

Merser v.  
Rodger.

Alexander Merser in Erssiltowne sues John Rodger, portioner of Ridpeth, for 11 l. Scots as balance of price of a 'naig' bought from complainer in bear seed time last, payable 8 or 10 days thereafter under pain of duplication. Decerns on defender's confession ; 13 s. 4 d. expenses.

Robert Ridfoord in Dernick sues Mark Blaikie for 48 s. 4 d. as balance of price of six sheep bought from complainer a year past last Martinmas to be paid at Candlemas. Pursuer deponed the debt is owing. Ridfoord v. Blaikie.

Margaret Holieweill in Gatonsyd and Robert Mein her spouse sue Thomas Bowstone called 'Dukdub' for 6 l. as balance of price of a mare bought from her last Michaelmas, to be paid at Martinmas. 'Persewar present, grantit the debt dew. Decernes; ex[penses of] ex[tracting] vj s. 8 d.' Halliewell and Mein v. Bowstone.

William Speiding (Speidein), smith in Gallowscheilds apparently<sup>1</sup> obtained decret against one James Merser for payment of 28 l. Scots, and arreisted 80 merks in the hands of William Wright, smith in Gatonsyd, who refuses to make forthcoming unless compelled. Defender granted the debt due the time of the arrestment. Decerns. Speiding v. Wright.

Andrew Fischer in Old Melrois complains against Nicol Cairncross in Alainshowes, who on 13th June 1659 bought from him 10 ewes and some lambs at 46 l., and is still owing 6 l. but refuses to pay. Defender granted 5 l., denies the xx s. 'Ex. ex. 13 s. 4 d.' Decreet, Fisher v. Cairncross.

James Eileis, portioner of Melrose, sues Alexander Wischer there, in respect that in 1651 he received from the complainer a boll of good seed oats worth 12 l. which he promised to allow in the fore end of the rent then due to the Earl of Haddington, but he has neither done so nor paid the price. Also he promised 12 s. to him 'for ryding with him to Hoome Castell'; and 20 s. 'for carieing away ane load off aill from this towne to Lawder garison at his directione.' Claim referred to pursuer's oath, who depones the oats were received by the defender's servant woman. Decerns therefor, 10 l. and for the carriages 20 s., with 13 s. 4 d. of expenses. Ellis v. Usher.



Fenik v.  
Blaikie.

John Fenweik, one of the regality officers, sues Patrick Blaikie in Calthill for 30 s. Scots as the price of 12 lb. weight of iron bought by Patrick from William Denholme in Ersiltone, assigned by Denholm to the complainer. Decerns for all, defender refusing to swear; 6 s. 8 d. expenses.

Fisher v.  
sundry.

William Fischer, portioner of Easter Longlyce, sues James Moffit and George Dewar in Eister Longly for the price of six firlots of oats with the fodder, at 9 l. the boll, eaten and destroyed by their beasts last harvest, and comprised by James Bowston and William Hay, portioners of Galtonsyd, and Robert Freir there, as their note attests. 'Modifies 6 lib. the boll, the goodwyfes men to pay 4 lib. ten, the said William his awin herd als much'; expenses, 13 s. 4 d.

Wallace v.  
Law.

George Wallace, notary in Melrose, sues Thomas Law, weaver there, for 20 l. Scots borrowed in 1651, and the interest for 8 years. Also in January 1660 he borrowed 6 l. Scots and promised a boll of seed oats therefor, conform to his ticket. Decerns on his confession, 'dedusing sewin small fules of oats, at 9 lib. a boll'; also decerns for the annualrent of the 20 l. since the receipt thereof at Yule 1651. Expenses, 33 s. 4 d.

Wallace v.  
Currie and  
Donaldson.

Mr. Michael Wallace, portioner of Melrose, sues Mr. John Curie, portioner of Newtowne, for 40 merks as the rent of his houses, yards, and others in Melrois from Whitsunday 1659 to Whitsunday 1660; also against Mungo Donaldson there, for 4 l. 6 s. for the rent of Lobsmeidow resting due after accounting. 'Decernes againes Mr. John Curie; ex. ex. s. [sic]; decernes as confest, ex. ex. 10 [? 20] s.'

Baine v.  
Turner.

James Banc in Dryburgh sues James Turner in Nether Longshow for 3 l. 10 s. Scots as the balance of the price of a 'naig' bought by Turner in summer last. Expenses, 10 s.

James Bruntoun in Calfhill sues Patrick Blakie there for 30 l. Scots for a cow's price bought by him from the complainer about 9 years ago. Defender grants 24 l. Decerns therefor; the rest to be proved. Expenses, 26 s. 8 d.

Bruntoun v.  
Blakie.

Melrose, 28th April 1660, Gideon Jackson

Complaint by James Bruntoun in Calfhill against Patrick Blakie there, who at Whitsunday last promised to deliver him 10 pecks of pease 'of this measour' for the bounty of 'ten oxines gres of John Fischers of Westerhousebyre in sumer last,' with 20 s. as the balance of the 'gres maill.' Defender denies all. They refer the difference to Andrew Tunno. 'Absolves from the peis; grants the xx s.'

Blakie v.  
Bruntoun.

Complaint by Isobel Dickson in Hemphauch against James Bowstoun, portioner of Galtounesyde, who owed 42 l. to the deceased Janet Bowstoun there, who bequeathed the same to the complainer, her sister-in-law, for the use and maintaining of Janet Dickson her daughter, in 1650 on her deathbed in presence of witnesses. He paid 5 or 6 years' interest, but the rest is owing. Defender desires the pursuer's oath of calumny, and to see the testament, and desires the pursuer to instruct her title to any goods belonging to the defunct by way of confirmation of the testament; and as no 'testament good' pays annual-rent he should be absolved from that part of the claim; and he craves that the pursuer may be held to make reckoning for what she had uplifted, 'for the defender is greatlie feared that it be put to ane wrong purse and he be maid lyable to pay the samene over againe to the richt owner.' In place of answers the pursuer offers to the defender's oath to say whether or not, when he delivered her two bolls of oats for bygone annual, he promised his bond for the 40 l. claimed; and refers the defunct's latter will to the declaration of William Bell, portioner of Galtounesyde, who was present at the decease of Janet Bowstoun.

Dickson v.  
Bowstoun.

She denies receiving either principal or interest, except as above, and declares there is 2 years' annualrent due at Martinmas 1659.—The judge ordains pursuer to prove the debt to be owing by James Bowstoun to the deceased Janet Bowstoun, and to instruct her own right thereto.—31st March 1660, William Bell depones 'he was present quhen he tooke upe ane note of 40 li. and that the deceist Jennet Bowston left it to the persewar for the upebring-ing of the child, and knowes not quhider thair be onie payit or not.'—14 April 1660, William Bell, again sworn, depones 'that efter compt and reckoning maid betuixt James Bowstoun and the persewar about four yeirs since, James Bowstoun grantit him to be awin the fourtie pundis ac-clamed, and that thair was xxij lib. remayneing and 17 lib. payit.' Robert Broun in Hemphauch depones as above relative to the accounting.—The parties submit to the said William Bell and Robert Brown, with the bailie as oversman.—28 April 1660, decerns for 23 l., and the pur-suer is content to accept of 10 merks before St. Boswells day and the rest before Michaelmas. Expenses, 33 s. 4 d.

Ker v. Cairn-  
cross.

Complaint by John Ker of Preistoun against Nicol Cairn-croce of Allaneschawes, as cautioner for Robert Laidlaw, now in Williamlaw; as follows:—In 1650 the said Robert Laid-law was 'put out sojour to him and enterit to carry armes,' and Nicol Cairncroce dealt with the complainer to relieve him, which he did, and then faithfully promised 'to delyver to him alsmuch money and uther things as any uther gave him for the lyke,' and others used to give him 100 merks, but the said cautioner refuses to pay this.—25 February 1660, Cairncroce 'grantit he borrowit aff the principall.' Defender to have a copy and give in defences. Denies claim and pursuer's title; and pursuer ought to produce his commission from the committee of the shire for the year claimed 'ordaineing the said defender [*sic*] to be shojour and for what partt or localetie and proportion thereof'; thirdly, the pursuer must produce 'the King and his Parliament and ther Generall order and comand to receive moneyes for men in the expedition defence of the King

country and releigion againes ane comone enemye the said yeir clamed, wtherwayes the said alegance awght to be takin of as a thing destinktive to the kingdome and airmie therof as dowbtfull experience doeth produce.' Fourthly, 'as to the continor [*sic, probably* cautioner] partie denyes that ewer he wes desyred be the defender to borrow him off fra the persewar as ane sowldier the yeir clamed butt only he hes compeired *ex officio* prejudices off him in connivance with the persewar and aledgit petitioner therwith which may be cleirly sein in his compeirance.' The pursuer answers that the defences by Robert Laidlaw merit no reply, as the complaint is not against him but his cautioner, who gave promise as above and it can be referred to his oath. The judge finds that the pursuer insists only against the cautioner and not against the principal, therefore repels the defences, and as the cautioner adduces nothing for his own defence admits to pursuer's probation, and he is to produce his commission as Captain and to prove that Robert Laidlaw was enrolled and put forth by him as a soldier that year by James Lythgow of Drygraing, who had the charge of putting out all the soldiers in this parish at the time, and that he carried arms and passed muster in his company as a soldier.—14 April, 'producit in judgement, the partie defender present heirring the same, and summoned *apud acta*.'—28 April 1660, defender granted 'he wes cawtioner for Robert Laidlaw, and becam debtor to the persewar ayther for money or man, and that he borrowit him aff.' Judge modifies 50 l.

William Belindain in Alainshowes sues Nicol Cairncross there for 44 s. Scots for the half year's fee due to John Belindain, his son, and 6 d. lent by complainer to Margaret Scot, Nicol's wife, and 8 s. Scots received by the said Nicol from the English at Ersilton for the complainer's proportion of corn and straw; more 'for four yokings of ane plowch except tuo mailles of meit to the plowch meir and onely ane copfull of oats to the hors; mor, one of my beasts two yokings in the harrowes; mor, fowr weikes meit for the hird quhich the said Nicoll putt away from ane moneth

Decreet,  
Bellenden 21.  
Cairncross.



befor the terme, quhich he awght to have gewin the said compleiner ; mor, ane hors two dayes leiding of hay and the compleiner himself leiding with his awin beast and his sone biging off the said hay one day ; mor, ane chopin of ber, three shilling 6 d. ; mor, fowr shilling Scotts for ane dog quhich he promittit to his sone.' Defender confesses 40 s., denies the rest. ' Probatione.'

Mein v. Mein.

Complaint by John Mein, son of Robert Mein, elder, mason in Newsteid, against James Mein, son of the deceased John Mein, portioner there, in whose hands the ferme bear was arrested, and John Andersone, portioner of Ridpeth, for his interest, in respect of a bond by the latter dated 13th May 1659 to the complainer and others for 21 l. 6 s. 8 d. of borrowed money, to be repaid at Michaelmas 1659, with 40 s. of expenses, and the due annualrent, which bond being registered the pursuer obtained warrant for arresting 3 bolls of bear in James Mein's hands, due by him of crop 1659 to the debtor. Decerns on production of the bond and execution ; modifies bear or 9 l. ; total with expenses and interest, 24 l.

Vair v. Bulman.

James Wair in Newtowne sues William Bulman there for 7 l. 13 s. as balance of price of bear bought from complainer at Whitsunday last, to be paid at St. Boswells day. Decerns on pursuer's oath ; ' ordaines to compt for this ' ; expenses, 13 s.

Pringle v. Darling.

John Pringill in Longhawgh sues Margaret Darling, widow in Apletreeleives, for 6 l. as the agreed-on price of half a boll of oatmeal bought from him in 1657. Decerns, held as confessed ; expenses, 10 s. 8 d.

Thomson v. Merser.

John Thomsone, younger, in Galtonsyd, sues Thomas Merser in Longlyc for 3 l. 8 s. for half a year's fee for service wrought three years ago. Decerns.

Blakie v. Brunton.

Patrick Blaikie in Calhill sues James Brunton there for the ' gres maill off thirtie scoir of hoges for a weik with bed

and boarding off his herd dureing the said space'; *item*, for 'fodering fowr nolt twa winters last bypast pryce awght pownds; *item*, three fules off oats received be him and his wyf from the compleiner in seid tyme gone ane yeir; *item*, awghtein shilling I seik for expences in careing of his sone and woll of his in sumer last to Edinburgh.' Modifies 8 l. for the week's pasturage, with consent of both parties, 6 l. for the nolt; deponed on oath for the oats, modifies 10 merks; wool, 12 s.

Melrose, 12th May 1660, Gideon Jackson

John Bowar, Easter, portioner of Eildon, sues John Bowar, Wester, portioner there, who about 15 days ago 'did cutt ane esche trie growand upon the middest of the compleineris yaird dyke,' worth 4 l. Scots, which he ought to pay or deliver the tree, and be fined 10 l. for cutting greenwood. Also he 'be his scheip since Candlemes last viz. his hoggis hes pasturit daylie in his kaill yaird and hes eatin and destroyit the haill grein kaill plants and gres,' to the extent of 6 l. Absolves the defender, in respect the pursuer refused to swear.

Bowar v.  
Bowar.

Margaret Hanna complains against Bessie Scheill and James Wauch, for his interest, in respect that the compleiner gave her in keeping 44 s. Scots and 5 cupfuls of oats, worth in all 55 s., but she refuses to deliver them up. Defender depones she received 24 s. and the pursuer 'giftit it for the use and bed in the house.' Absolves.

Scheill v.  
Hanna.

Complaint by Robert Ridfoord in Dernick against Andrew Kennedie there, George Moodie there, and George Eilles, wright there, who are owing as follows:—Kennedy 30 s. due at Lammas last, with 4 pecks of oats 'and ane half of lot twa yeirs since'; Elleis, 33 s. 4 d. confessed before Andrew Phaup for helping him in his trade, and poinded by Phaup on the said confession, which poind the said George 'hes most masterfullie reft and tain away from him without ordour of law'; Moodie, 12 s. for 3

Ridfoord v.  
sundry.

days' work. Decerns against all, none of defenders compearing.

Wallace v.  
Stirling.

Decerns John Stirling in Blainslie to pay to James Wallace, portioner of Melrois, 48 s. of borrowed money.

Torwodlie v.  
Blakie.

Complaint by George Pringill of Torwodlie, son and heir of deceased James Pringill of Torwodlie, against Patrick Blakie, then in Fadounsyde, now in Calfhill, who granted bond dated at Selkirk, 27 October 1655, to the said James for 142 l. Scots of borrowed money, to be repaid by 15 November thereafter, which bond was registered 24 November 1657; and whereas he has entered in payment to the pursuer and paid 80 l. to him and 22 l. to Mr. Robert Tod, ne is still owing 40 l. with the interest. Pursuer compeared by John Bunzie his procurator, who produced the bond; defender denies so much resting as is claimed. Judge ordains him to pay 35 l., with 10 merks modified in lieu of 10 l. of expenses contained in the bond and decret, which with interest extends to 51 l. 13 s. 4 d.

#### Melrose, 26 May 1660, Gideon Jackson

Wilson v.  
Forsane.

Complaint by Malie Willstone, widow of Robert Forsane, miller at Newsteidmill, against Robert Forsan, her eldest son, in respect of a Minute of Contract between them with consent of Rachel Duncan his spouse, dated at Melrose 6th October 1657, whereby pursuer renounced her liferent right in the onstead and yard then possessed by her and her said son (excepting one-third of the yard, she having free ish and entry during her lifetime), and 4 acres of land lying runrig there, with the teind sheaves, in favour of her said son and his spouse, and he and his wife undertook to pay her an annuity of 5 firlots of meal, half oatmeal and half 'humell corne,' from Martinmas 1657 and so forth at two terms. They owe her for Whitsunday and Martinmas 1659, and will not pay unless compelled.—28 April 1660, probation.—13 May 1660, 'continues upon hope of agreement.'—26 May 1660, held as confessed.

Patrick Loukup in Melrose sues Margaret Boustoun, widow in Gattonsyde, for 8 l. Scots as the agreed-on price of some oatmeal bought from pursuer 9 years ago.—  
 12 May 1660, 'probatioune, and ordaines to arreist.'—  
 26 May 1660, held as confessed.

Loukup v.  
Boston.

Melrose, 9th June 1660, Gideon Jackson

Complaint by Nicol Cairncrose in Allenschawis against William Bellanden and John Bellanden there, his son, to whom at Whitsunday last the complainer delivered 'his haile yeild yewes,' which they undertook to keep till Michaelmas, but by their sloth and negligence they have lost three worth 5 merks a piece, whereof he received 'neither skine nor birne.' He also claims 5 l. 'for ane sowme of scheips grasse pastured be him upon the complinars part [*sic*].' Granted the sum of 4 l. 13 s. 4 d. Decerns. Also sues Adam Darleing in Westhouses for 4 l. Scots which the pursuer delivered to him last Martinmas to give to Bessie Wood in Jedburgh, from whom the pursuer had borrowed it, but he did not deliver it to her, and the complainer had to pay the sum over again to Andrew Kennedie, her assignee. Decerns conform.

Cairncross v.  
sundry.

Complaint by Patrick Scott of Langschaw, titular of the parsonage and vicarage teinds of the towns and lands of Blainslie, against the following, who are debtors to him for the parsonage teinds of lands in Blainslie possessed by them :—George Alexander of Mosshouses, for Braidwood-scheils teinds, 19 l. 6 s. 8 d. ; Thomas Caldeleuch, for old teind duty preceding crop 1658, 15 l. 3 s. 2 d., and for 1658, 50 l. 16 s. 2 d., in all 65 l. 19 s. 4 d. ; James Sounhouse, for old rests, 6 l., and for 1658, 25 l. 6 s., in all 31 l. 5 s. ; Robert Davidsons for old rests, 15 l. 8 s., and for 1658, 29 l. 5 s. 2 d., in all 80 l. [*sic*], 13 s. 2 d. ; Thomas Notman, 8 l. 1 s. 2 d. ; John Sownhouse, 17 s. ; Agnes Hardie, 19 s.—26th May, ordains to warn '*pro confesso*.'—  
 9th June 1660, decerns against all except Thomas Notman,

Scott v.  
sundry.



reserving account and reckoning between the Laird and the tenants.

Melrose, 23d June 1660, Gideon Jackson

Boston v.  
Wright.

Isobel Boustoune, wife of William Wright, portioner of Galtounside, sues Richard Wright there, who owes her 5 l. 3 s. for necessaries furnished to him about half a year ago, conform to account. Decerns on defendant's confession.

Scott v.  
Boston.

Bessie Scott, wife of William Barrie, and he for his interest, sue Margaret Bowstoune, widow in Gatounsaid, for 24 l. Scots borrowed from pursuer 15 years ago, with the interest promised.—9th June 1660, probation.—23d June, decerns on defender's confession for the 24 l. Ordains to prove the annualrent.

Vair v. Young. Complaint by John Vair, portioner of Eildoune, against Margaret Younge in Lessuden, in respect that at Martinmas 1659 the complainer hired her son to be his servant for a year, and he promised her 7 l. Scots and a peck of bear 'with ane old coat and a new serke and tuo paires of schoes,' but she took him away at Whitsunday last, and ought to reenter him or pay a fee. 'Ordains to enter home the servand upon Monday nixt.'

Penman v.  
Walker.

Andrew Penman, portioner of Melrose, sues Bertle Walker there for 3 l. 6 s. Scots as balance of price of half a boll 'mats,' payable last Yule.—12 May 1660, probation.—9 June 1660, continued.—23 June 1660, denies claim, and referred by pursuer to his oath, who refers back to pursuer, who depones he is adebted in 3 l. 6 s. Decerns.

Walker v.  
Penman.

Bartholomew Walker in Melrose sues Andrew Penman there for 3 merks 'for makeing of thrie bolles malt to him beffor Candlmes last'; and 44 s. Scots for making 5½ bolls of malt before Pasch last.—26 May, to warn *pro confesso*.—9 June 1660, refers to pursuer's oath; avis-

andum.—23 June 1660, pursuer depones the sum is due. Decerns.

James Lythgow of Drygrange complains that several <sup>Drygrange.</sup> persons in Melrose and Gattounsids daily and nightly frequent his ground, moor and lands of Drygranges and pull, houk and cut down the heather, broom, wood and other fuel, and will not cease; so he craves an act of court. The judge ordains each offender to pay 13 s. 4 d., half to the bailie and half to the party; to be published at the market cross.

Thomas Loukup, wright in Melrose, sues Mark Blackie <sup>Lookup v. Blackie.</sup> there for 8 l. as balance of price of 3 bolls of bear bought from complainer 5 years ago; also the 'rentall dutie' of two acres of land in Danieltoun pertaining to pursuer and possessed by defender, crop 1650, 'and allowit be the maister to the rentallers for extraordinarie assesse and quarterings.' Defender acknowledges first claim, 'and hes continuit the defender till Michalmis.' The bailie ordains the same to be paid at Candlemas. 'Alexander Uschar is to seik owt the rentall for clearing the last article of the clame.'

Melrose, 30th June 1660, Gideon Jackson

Complaint by William Fischer, third lawful son of deceased Alexander Fischer, and Isobel Lythgow, goodwife of <sup>Halliewooll v. Fischer.</sup> Sorrowlesfeild, his mother, tutrix and administratrix to him, against John Halliwoll called of the Croce, portioner of Gattounsids, and James Boustoun, portioner of Gattounsids, and William Hoy his cautioner, for their interest, as follows:—The said James Bowstoun and his cautioner granted a bond dated at Melrose, 12 May 1653, to the complainer for 200 merks of money borrowed from him, with 20 l. of penalty in case of failure, and the interest due from Whitsunday 1653, which bond is registered in the Sheriff books of Roxburgh, 8 August 1654; and the complainer obtained decret of transferring on 10th March

1660 for 72 l. still resting of the said sum and for two years' annualrent due at Martinmas 1659, whereupon Alexander Uschar, officer, on 23d March 1660 arrested in the said John Halliwooll's hands 100 l. Scots due by him to the said James Boustoune, who will not, however, make the same forthcoming.—14 April 1660, defender desired inspection.—26 April 1660, gives in following defences:—First, denies being addebted to James Boustoun, in 100 l. or any other sum, 'and for cleareing of the same, he is only to redeem tuo aikers of land quhilk was then woodsett be umquhill Archbald Freir in Gattounsaid and the deceist Issobell Freir his dochter, quhilk tuo aikers of land belonges to Robert Boustoune, sone and aire to the said Robert Freir, which will be proven be ane woodsett tacke made be umquhill John Halliwall, father to the defender, and umquhill Archbald and Issobell Freirs and thair aires, and for farther cleareing thair is ane contract of mariag to be producit be James Boustoune maid betuixt him and the said umquhill Issobell Freir makand mention that quhatever sowld happen to be conquest betuixt them sould fall to the aires maile or female procreat or to be procreat betuixt them, and the said John Halliwooll being narrest of kin to the said Robert Boustoune one the mothers sid will take the land and take upon them the hazerd of the break betuixt Robert Boustoune and John Halliwooll, therfor he aucht to be absolved in respect he never made any condition with James Boustoune.' The pursuer in his replies refers the first allegation as to non-indebtedness to the defender's oath, whether or not he made bargain with James Boustoun or promised to pay him the said sum in his child's name, or was owing the same or other sums at the time of arrestment. Secondly, 'its ansuerit be the said persewar that the defender John Halliwooll being interrogat upon his oath quhither or not he made the bargane with James Boustoune or with Robert Boustoune his sone of sex yeires old, so non may mak bargane with a minor without the fathers advice and consent who is allwayes lyable for his sones estaite and granting of his sones richt and causeing

of his sone ratifie at perfect age.' Desires inspection of the alleged contract of marriage. Judge appoints pursuer to see the contract of marriage and the contract of wadset. —Interlocutor; finds by the contracts of marriage and wadset that pursuers can have no action against John Halliwall to make the sum forthcoming 'in regaird that be the contract of woodsett the defender is na wayes obleist to James Boustoune for payment of the sowme contained therin bot onlie to the aires of the deceist Issobell Freir,' and repels the answers, and absolves the defender; 'bot in respect that Boustoune is minor wha is son to the said James Boustoune begotte betuixt him and the said Issobell Freir wha hes onlie richt to the sowme contained in the contract of woodsett, and seeing the defender John Halliwall is to redeem fra him the tua aikers of land contained in the said contract' the bailie ordains Halliwall either to retain the whole sum and find caution in the regality books to make forthcoming at majority, or to give bond with caution to him for payment thereof and consign the same in the hand of some responsible man within the parish of Melrose.

Complaint by William Ker, portioner of Newtoun, Ker v. Stenhouse. against Thomas Stenhous there, who detains from him 'ane woorttroch' wrongfully intromitted with by Thomas Stenhous his father about 30 years ago; also he owes him 48 s. Scots 'promitted for the use of his kill for dryeing of four kilfulls of malt four yeirs since.' Defender denies the trough, and refers to pursuer, who depones. Decerns. Defender grants 42 s. Decerns therefor.

George Thorbrand in Smealholme sues Andrew Selater, Slater v. Thorburn. tailor in Newsteid, for 4 l. 1 s. as balance of price of a firloft of oatmeal bought from pursuer a year ago.—23 June, refers to defender's oath.—30 June 1660, depones he paid the price of the meal in 'Gallascheills geat,' viz. a dollar and 2 s. 'and receaved nothing of it bake.'

Andrew Phaup in Melrose sues James Burne there for Phaup v. Burne.



3 l. 4 s. Scots as balance of house rent due for a house set to defender from Whitsunday 1659 to Whitsunday 1660, and 4 s. Scots as the price of a cupful of meal, and 4 s. for a 'bed of plants.'—Decerns, defender absent; 6 s. 8 d. expenses.

Lythgow v.  
Phaup.

Complaint by Andrew Phaup in Melrose against Adam Lythgow there, who received a long time ago from the pursuer a new grey cloak in pledge 'for lousing the persewars beists quhill some corn wer comprysed alledgit eatin,' but though the corn is comprised he refuses to return the cloak.—23 June, probation.—30 June 1660, ordains Andrew Phaup to satisfy the defender's comprising, and the defender to give back the cloak. Comprised by James Wallace and John Wallace to a firloft oats and a peck of bear eaten by Andrew Phaup's kine; the oats pertain to Adam Lythgow and the bear to George Blakie.—30 June 1660, modifies 10 merks for the boll of oats, so 16 s. 8 d., and bear 7 l. Ordains Andrew Phaup to satisfy this.

Melrose, 10th July 1660, Gideon Jackson

Hunter v. Bell. John Hunter, eldest lawful son of James Hunter in Newtoun, sues George Bell, portioner of Reidpeth, for 14 l. 3 s. 4 d. as a year's fee wrought for by him a year ago, and six quarters of 'gray' with 2 ells of 'whyte.' Defender alleges he paid the fee and bounty to the pursuer's father, who made the condition with him. Absolves from 13 l. 2 s., and decerns for 4 l. 1 s. 4 d.

Merser v.  
Forsane.

Janet Merser, widow in Newsteid, sues Robert Forsan, miller in Newsteid, for 5 l. Scots of fee and a firloft of oatmeal and a pair of shoes (worth 12 s.) of bounty, for her harvest fee for shearing and working to him in and after harvest last.—Denies claim; referred to his oath, who grants half a firloft of meal and 5 l. but alleges she deserted the service. Decerns for the 5 l. Absolves from the meal and shoes.

Walter Donaldsone in Melrose sues Thomas Eilleis in Danielstoun for 3 l. 4 s. Scots due by him to deceased Grizel Andersone, pursuer's mother, for ale and other necessaries, and bequeathed verbally by her to pursuer, and acknowledged due by defender.—9 June 1660, probation.—10 July 1660, decerns, defender absent; 6 s. 8 d. of expenses.

Complaint by George Boe in Dainyeltoun against James Eilleis, portioner there, to whom about 5 years ago the pursuer sold 4 acres of land, with houses, yards, and pertinents, reserving his liferent of the houses and yard, and the defender promised to uphold the onstead of houses in timber, masonry and divots at his own charges and to give the complainer a ridge of land in the Quarrell holes 'to lay his fuile upone yeirle'; but though sundry times required to uphold 'the said hous quhich is now lyklie to fall upon the complinar and smoar him and his bestiall,' and give him the rig, he refuses. Also he is damnified by want of the crop of the said ridge for 5 years, being 3 firlots of bear. Also the defender owes him 50 merks and half a boll of meal of bounty, with 6 s. paid by the complainer to Andrew Patersone 'of annualrent which the defender sould have payed for the persuer.' Also he keeps up the minute of the contract made between them, which will clear the conditions. Also James Wallace in Melrose in the defender's name promised 20 merks to the pursuer, which he refuses to pay. Admits to probation.—Andrew Tunno depones he knows nothing anent the business, 'bot James Eilleis was content to uphald the hous, leid out his muck, and give him a dale in the quarrell holes, and teile his yairde.' Alexander Uscher 'depones *ut supra*, and to leid, and that James Eilleis sould teile the dale and harrow it with the yaird.' George Wallace 'depones *ut supra*, and that George Boe referrit the 50 merks and meill in James Eilleis his will.'—10th July 1660, ordains James Eilleis 'to put up and uphald the house conforme to the dispositioun, under the paine of 40 markes.'

Wallace v.  
Blackie.

Complaint by Robert Wallace, son of James Wallace in Melrose, against Patrick Blackie in Uplaw, who in 1657 sold to the complainer six sheep at 40 s. apiece, being 4 ewes and 2 wethers, 'and promitted to grasse the samyn and herd them on his own proper charges anc yeire, and if any sould happen to die to give the persewar another als good. The prices of the said scheep and grasse maile and herding he received, and trew it is that the persewar never received any of the said scheep excep on wether, so that the defender detaines four ewes and a wether,' which he refuses to deliver unless compelled. The defender 'grants he hes four to the fore. Decernes to deliver the scheip.' Also James Wallace foresaid complains that whercas about a year ago he bought and paid for 4 wethers, he only received three, and the said Patrick detains one; and he desires a sufficient wether or the price thereof. [*No decerniture*].

'The humble supplicatioune of the minister and elders of the sessione of Melrose to Gideon Jackson of Lochhouses, ballie deput of the regaltie of Melrose.

'Seeing it heath pleased God not onlie to work a worke off reformatione throwghout the whole land bot even in this corner of the cuntrie wherin ther are many gentlemen who are paterns of piety and holiness to uthers in the paroches quherin they leave, the santificatioune of the Lords Day, and that the lyk reformatione is not wrocht in this paroch its our great croce and greif, wee humblie therfor desire that yow quho are the magistrat of this place, quho are appointed by God to be the keeper of both tables, to see to the honour of God in the first place, remembring that they that honor God God will honowr them, to enact in your court that quhatsoever persone of quhat ranke and conditione soever duelling within this paroch be found drinking within any house on the Lords Day wher wyne or aile is sold, efter fyve a cloak att night, be fyned, and lykwayes these that are the sellers of the drinke may be fyned, that so God may be honored amongst

us and the Sabbath santified, and this is our earnest desire, as is witnessed be our subscriptione att Melrose, July the 10th, 1660. *Sic subscribitur*, Mr. DAVID FLETCHER, minister at Melrose ; Wl. EDGAR, elder ; JOHN MYLNE, elder ; ADAM LYTHGOW, elder.'

'The said ballie deput haveing considerd the above written supplicatione and for remeid quherof and for the mor strict observing and keeping the Sabbath day, does heirby strictlie prohibit and discharge all ostlers and change keepers within this paroch from selling within thair awn houses on the Sabbath day efter 5 a klok on the efternoon aither wyne, aile or beire to any persones quhatsoever duelland within the paroch except to strangers, sick people, or their neighbours in the rowmes quher they leave, for the use of their own privat families, and that under the paine of xx s. *toties quoties* for ilk tyme they sall be fund sua doeing ; and if any persone or persones of whatsomever degree or qualitie being residenter within this paroch sall happen to be found att any tyme thereafter drinking and keeping companie in ane aile house att aither wyne, aile or beare efter fyve a klok as said is, they and ilk ane of them sallbe lyable in payment of the lik fyne for ilk tyme they sallbe taken in the said act ; and if aither the drinkers themselves or the sellers therof sall be deprehended therein by the minister or any ane or mae of the elders of the kirk sessione who is to take tryall heiroy, they are to give notice therof to the ballie, who efter the probatioun of the factis done aither be the drinkers or the sellers therof is to give order to any of his officers to poynd the persones man or woman who is found guiltie in the breach heiroy, and to bring in the fynes to the kirk box for the use of the poore of this paroch, to be distirbut amongst them as the minister and kirk sessione sall think fitt ; and ordaines the clerk of court to give ane extract heiroy under his hand to the minister and elders, and Alexander Usechar, officer, is to make intimatioun heirof att the mercat croce, to the effect nane may pretend ignorance hirof. *Sic subscribitur*, G. JACKSON.'

'Act annent drinking on the Sabbath day.'



Melrose, 21st July 1660, Gideon Jackson

Blackie v.  
Smith.

Complaint by Patrick Blackie in Calfhill against James Smith, herd there, who in harvest time last 'did with the beasts he had a keeping eat and destroy to the persewar throw his sloath and neglect the number and quantitie of ten furlots of oats, comprysed be William Scott in Allenschawis and Thomas Heitoun in Westhouses.' Also he sues for 'ane half sowmes gresse of nolt grassed be the persewar to him in summer gone a yeire,' and a soom of sheep grassed to him last summer. The following defences are made:—First, denies whole claim as conceived; secondly, 'giveand bot not grantand that the bestiall that James Smith did keep was found eateing of the corne lybellit, he aught in law to purge himself of his awin bestialls both of his horsse, nolt and scheipe, as he cannot doe, as can be clearlie instructed the contrair as followis, In the first the haill town had somtyme calfs lyeing and eateing both night and day upon the corne lybellit'; secondly, the pursuer 'did keep and tether ane meire and ane foale both night and day besid the said schot of corne, and brake louse theron and wald scairce been fast ane heure in 24 bot eate allwayes theron, as can be made cleare be the haile neighbours in the towne.' Thirdly, 'the haile nolt in Calfhill did eat on the corne lybellit the space of ane hour and ane half, as can be clearlie proven be William Fischer in Colmsliehill, he being att Eister Langlie and coming to his own house at Colmsliehill did see the said horse upon the said corn the space forsaide and did come to Calfhill and caused turne them off the corne.' Fourthly, 'its known be the haill neighbours about that they had ane hirsell of ewes haveing no herd therto bot some bairnes of thair own and by that sloath and negligence did let them verie often eat upon the corne lybellit, and was taken off both by the persewar himself and the neighbours in Calfhill.' The complaint is therefore out of malice, of intent to cast the blame on him. As for the second claim, denies it, because he had no sooms 'bot thes quhom he had as ther agreement wes

so many,' but however refers it to pursuer's probation, but not to his oath. The pursuer in reply refers the claim 'to the honest men to quhom the lybellit skaith wes submitted, viz. George Alexander in Mosshouses and George Dewar in Eister Langlie, att quhich tyme the defender offered three furlots of oats, and within schort tyme thereafter ane uthre half furlot of oats att Gallascheills; and as for the denyall of the 2d pairt of the lybell' refers it to defender's oath. The judge ordains the comprisers to be produced, and as for the soom's grass ordains defender to depone whether it was given him by condition at his feeing or if he kept these sooms 'besides his conditione.'—George Alexander depones that the pursuer and defender submitted to him and George Dewar 'upon this conditione that if they could not agrie the ballie to decyde therin,' and they ordained the defender to pay 'fyve half fulls of his oats in compensatioun of the haill.' George Dewar depones 'George Alexander offerit fyve little fulls of oats and he wold have had 9 and to have fred him at M'Calo hand quho had the half of the corne.' The bailie 'decernes to pay ane Lothean boll of oats to the persewar or els 4 lib. Scots and the persewar to frie the defender att M'Callo hand. Decernes in xx s. for the stirke.'

James Scheill, portioner of Ersiltoune, sues James Archibald in Lessudden and Janet Brotherstanes his spouse, 'who is justlie awand to the persewar' 18 l. Scots as balance of price of 3 bolls of malt bought and received 'be him fra the persewar about Whitsonday gon a yeire, wherof they now refusse to make payment' unless compelled. Defender grants 16 l. 'and for the 40 s. questionable,' and refers to pursuer's oath. 'Extracted, expenses xx s.'

Decreet,  
Sheill v.  
Brotherstane  
and Archibald.

Complaint by Robert Laidlaw in Williamlaw against George Pringill of Buckholme, Mr. William Duguid, Margaret Darling, Andrew Pringle of Haukburne, Robert and John Lees in Whitlaw, James Meine in Wester Langlie, and James Moffit in Eister Langlie, 'and the lands of Wil-

Laidlaw v.  
sundry.

liamlaw being appointed for furnishing of ane horse,' in respect that at Beltane a year past Andrew Jerdon in Jedburgh obtained decreet against him for 7 threaves of straw at 18 s. the threave, with 12 s. of expenses, 'furnished owt be him to the Inglisches att Jedburgh att the Constable his directione,' and the defenders ought to bear equal burden with the complainer conform to their rent. 'Ordaines to cast upon the rent and lay on every ones equall proportione of the strac lybellit; passes from Andro Pringill and Whitlae.'

Melrose, 28th July 1660, Gideon Jackson

Watson v.  
Darling.

Thomas Watson in Galloscheills sues Andrew Darling, portioner of Appelltrileives, for 11 l. Scot for a boll of bear bought from complainer two years past last Midsummer, to be paid at Michaelmas thereafter. Decerns, and the pursuer to find caution to answer as law will, who found James Donaldsone.

Torwoodlie v.  
Blackie.

Complaint by Patrick Blackie in Calhill against John Mylne, portioner of Newtoun, 'as cawtioner to ansuer as law will for George Pringle off Torwoodlie, son and aire to the deceist James Pringle of Torwoodlie,' as follows:—The said deceased James Pringle 'had in gressing with the complinar in Maggiltpotts about sex yeirs since or thairby fyttein hoggis and thrie oxen, the hoggis pastured to him a whole yeire, the oxen half a yeire,' for which he promised 20 l. Also the pursuer and other tenants of Blindlie paid out for the said lands to the Collector of the Forest 17 l. 10 s. 8 d. for May's assessment, 1659, as appears by the collector's discharge dated 25th May 1659, but of this the said deceased James Pringle made no payment to the complainer; and George Pringle and his cautioner refuse to pay except they are compelled.—26th May 1660, cautioner to have a copy for defences.—9 June 1660, pursuer compearing with Andrew Phaup, notary in Melrose, his procurator, and defenders compearing by John Bunyie, portioner of Newsteid, as their procurator, the latter

argued that the pursuer should instruct his process and give a sight of the productions to the defenders. The pursuer declares his claim is just, and is content to give his oath of calumny. Among additional defences, the defender declares that the sums claimed were all allowed in the fore end of the pursuer's bond which was posterior to the bargain between the defunct and him; and craves pursuer's oath of calumny. This the pursuer craves leave to give. The judge ordains the cautioner to produce Torwoodlie to give his oath or otherwise his written declaration as to what he knows in the matter, in regard it is not the defender's own proper fact and deed. Torwoodlie by his missive letter, 27th July 1660, to the bailie declares that to the best of his knowledge 'any scheip or oxen my father had in gressing with Patrick Blackie whil he was in Magiltpotts or any assessment payet be the said Patrick wase allowed him in ane accompt made betuixt my father and him att Kilknow att the Mertymes efter his removall from the said grund, at which tyme the said Patrick gave a band to my deceist father of the sowme of seven seoir tuo pundis and entred in payment befor my fathers removall without alledging any such thing as he now clames. For further cleareing of the matter I am surelie informed that my deceist father upon ane heavie complaint maid to him be the said Patrick of the stres he wase lyke to be put to by his master Blindlie efter my father and he had satled and he put in possession of his awin lands did advancee the said Patrick for payment of his maille to his master the sowme of thrie hundred markes, for which the said Patrick did onlie give band for seven seore and tuo pundis, so that it is evident what was more of the thrie hundreth markes was allowit in compts which was betuixt them.' This being read in court, the pursuer and his procurator alleged it could not be received, but George Pringle ought to appear personally and give his oath. The bailie admits and accepts the declaration, and assoilzies Torwoodlee and his cautioner.



obligation in Grainge, against George Alexander, only lawful son of the deceased Richard Alexander in Mosshouses, and executor dative to him, in respect that John Taite, bailie in East Gordone, and John Hoome in Howlaws, granted Bond dated at Lauder, 21st July 1655, to the complainer for 120 l. Scots, and the said deceased Richard Alexander became cautioner to pay before Martinmas 1655, or 10 l. of penalty besides the debt; and the bond being registered, and execution following, there is yet 22 l. of the debt with 10 l. of penalty still due.—Defender desires pursuer to depone what is received from the principal debtors; who declares he has got 100 l. from them ‘in presence of the said George Alexander, he being present att the last delivery att Gordon three yeirs since or therby, and he gave them ane ressait therof.’ Decerns for 20 l. yet resting, and 5 merks of modified expenses.

Turner v.  
Blackie.

Claim by James Turnor in Over Langschaw, executor to John Turnor his brother, against Patrick Blackie, younger, in Calfhill, who granted Bond dated 28 October 1649 to the complainer's brother for 76 l. Scots as the price of some sheep, which was to be paid by 11th June 1650, called Sant Bernards day, or 10 l. of penalty; which bond was registered and decret interponed on 9th April 1658; but the defender paid nothing thereof to the complainer's brother ‘at na tyme beffor his goeing out of the cuntrie to France *in anno* j<sup>m</sup> vj<sup>c</sup> fiftie aucht’ except 8 l. of annualrent, contained in the factory granted to the pursuer, and he has paid 48 l. to the complainer for the price of two oxen ‘taken up be him from him in the forend of the principall and annualrent,’ so there remains nine years' interest extending to 41 l. with 10 l. of expenses, and extending with the principal to 127 l. whereof is paid 48 l., so rests 79 l.—Defender craves a diet to produce his discharges; next court day assigned. Compeared defender, with John Bunyie his procurator, and in defence declares there should be no process till pursuer produces a testificate of his brother's death and confirms himself executor to him, and then finds caution to keep defender

scatheless at his brother's hands 'in caice he be on lyfe and turn bak to this natione.' The pursuer in reply produces the assignation by his brother to him of all debts owing to him by whomsoever in Scotland, and will find caution to warrant at all hands and especially those of the cedent. The judge finds the claim instructed by the Bond and Assignation, and ordains defender to pay 20 l. resting of the principal, and the bygone annualrents for six years amounting to 27 l. 12 s. ; but pursuer is to find caution to make the same forthcoming to his brother if he should return, and to give a discharge to the defender wherein both principal and cautioner shall be obliged to warrant the defender and his heirs from any further payment at all hands 'and speciallic att the hands of his brethren and sisters mentionat in the said assignatione.' Total, 47 l. 12 s. with 4 l. of expenses of plea to the pursuer.

Complaint by William Bullman in Newtoun against Andrew Heitoune there, who wrongfully detains from him the houses, yards and pertinents of half a husband land in Newtoun disponed by him to the pursuer's deceased father and him conform to their contract of wadset, and has withheld the same for 12 years past, without making satisfaction ; also he keeps up all the old charters and writs belonging to that husbandland. He is also due 7 l. Scots 'for ten scheips grasse and tuo nolt's' ; and 22 l. 4 s. paid out by the complainer for him at Martinmas 1658 'for a pair of his entrie monie to my Lord Haddingtoun' ; and 100 merks of penalty contained in the Contract of wadset, sceing he requisitioned for redemption of the land before notary and witnesses ; also a certain sum which he and his father paid out for the defender 'of monethlie mentinence, troupers wages, kirk stents and other depursements thes twelve yeires bygone which he wes obleist be way of contract to repay' ; also 10 l. 7 s. 'of the reamaine of certaine corne and strae' which he bought from pursuer's father in 1653 ; also 20 s. Scots 'for the lid of ane mickle kist quich he sould have made new to the per-

Bullman v.  
Heitoune.

sewar' or paid the price; also 4 l. for part of 3 years' teind, crops 1653, 1654, and 1655, conform to the bailie's discharges thereupon. In his defences Heitoun asserts he wadset no houses 'bot onlie single half land,' and he will deliver any old charters he has if the pursuer find security to redeliver them at redemption of the said half land. He 'sett ten scheips grasse att the persewers directione to pay the monethlie assessments; denyes the nolt grasse.' Denies 22 l. of entry money, as the pursuer promised to pay the same for him without any compensation; which he refers to his oath. Denies breaking the contract at the alleged making of requisition, and so not liable in 100 merks. As to public burdens, the wadsetter should pay, not the heritor, as the former reaps the benefit. He paid the pursuer's father what was due for corn and straw, and refers this to his oath. As to three years' annualrent preceding Whitsunday 1659 he paid 40 s. to pursuer before John Mylne in full satisfaction. As to the chest lid, the pursuer received a dale therefor. The pursuer in answer states that by the contract he ought to have the houses and pertinents, and 'ther is not another half land in Newtoun that wants housses yairds and pertinents bot onlie the persewers own.' He will certainly give receipt for writs and obligation to redeliver. For the 10 sheep's grass and two nolt he can prove the same 'by the takers therof' for the monthly maintenance, and the defender's word ought not to be trusted unless he prove the same 'by the punder oath who collected it or a subservyit compt witnessed by 2 or 3 honest men in the Newtoun.' As to the entry money, 'the persuer promised to pay no such thing, neither neids he to give his oath for the samyn, in respect he had the defender taken with horn-ing and captione because he wald not willinglie enter, and being so taken with captione he desired the defender [*sic*] to becom cawtioner to the ballie for a pairt of his entrie money, quherupon the persewer becam cawtione and was forcit to pay the 22 l. 4 s. be vertew of a registrat band.' The penalty for breach of contract is due because 'he forcet the defender [*sic*] to registrat the said contract and

put the samen to executione becaus he wold perfytt no pairt of his conditione.' The defender is obliged to repay the public burdens, etc., paid out, 'be vertew of contract in respect ther is more money on the said houses and land nor the worth thereof.' As for 10 l. due for corn and straw, the pursuer has an account signed by John Mylne and Thomas Stenhouse to prove the same; 'if that will not doe it, its reffered to the defender's oath.' As for the chest lid, 'the defender gave no dale bot onlie some peaces of old rotten boordes for no use, which the persewer hes to shaw.' The judge by interlocutor ordains pursuer to prove 'that ther was at the tyme of the woodsettt and formerlie allwayes houses bigging yairds and pertinents belonging to that half husband land sometime possest be Thomas Mylds, quhich is woodsettt to him be the defender,' and that these are withheld; also to produce the first contract of wadset between him and his deceased father and the defender. In additional defences Heiton declares 'that ther is na housses nor yairds disponed be the defender since his fathers deceis who had the said half land disponed to him and promitted to him to deliver him three bolles of bear to renew the contract from his fathers name to defraud the rest of his brethren and sisters from their dew portiones of the sowme of money therin contained as executors to him, quhich fair promeis made the persewar to renew the last contract in his awn name, and albeit he then fathfullie promitted to deliver the defender the said three bolles of bear and the first contract, quhich he awght to be decerned to deliver for clearing of the premises, and if so be that the first and last doe not agree in every poynt and clause of the samyn, its most unjustlie and fraudfullie kept'; and accounts were cleared before John Mylne and Thomas Stenhous, portioners of Newtoun, 'quhich compts the said William Bullman hes most fraudfullie augmente since the tyme forsaid, quhillk the defender offers to prove and is willing to submitt himself to the whole neighbours in Newtoun.'—John Mylne, portioner of Newtoun, depones he was present with William Bullman and Andrew Heitoun at accounting, and 'all difer-



ences wer cutt away betuixt them except the entrie monie acclaimed, and for the teynd acclaimed he hard them speak of it bot knowes not quhether William Bullman was content to quyt it, and for the schcips gres clamed it was refered to William Ker, punder, quhether or not it was payed be Andro Heitoun for William Bullman for the ces of the 1655 yeire of God.' Thomas Stenhous depones *ut supra in omnibus*, 'and that all claggess and clames and annualrents was all payed preceeding Whitsunday last, and that he hard William Bullman nawayes promitt to pay ane entrie.' William Ker, 'punder, suorne deponed he knew nothing bot that he received the gres maile fra Andro Heitoun to pay Bullmans cesse.' The judge in his interlocutor finds by the depositions that all claims are settled except 22 l. claimed of entry money, and absolves Andrew Heitoun from all except that, which he has referred to pursuer's oath; pursuer to depone whether or not he promised to relieve the defender of any part thereof at the hands of the Earl of Haddington.—28th July 1660, absolves conform to interlocutor, except 22 l. and decerns therefor upon the pursuer's oath. 'Ext. exp. 24 s.'

Melrose, 4th August 1660, Gideon Jackson

Rolmainhous  
v. Sounhous.

James Sownhous in Blainslie complains against Edward Rolmainhous, portioner there, who about six years ago last Pasch received in the pursuer's name from Helen Rollmainhouse, wife of James Donaldsone, the sum of 23 l. Scots, and that for payment making to Patrick Scott of Langschaw of the pursuer's teind duty to him in Blainslie which the said Edward has not paid as yet nor will redeliver the same to the pursuer or else Scott's discharge. Also the said Edward 'yesterday tuik up a trie and offerit to fell the complinar therwith and did cast it at him for that effect.' Absolves defender in regard he produces Scott's discharge, dated 3d August 1660.

Cairncross v.  
Blackie.

William Cairncrose of Calfhill, and John Ker of Prestone, his principal curator, sue Patrick Blackie sometime in

Calhill, his tenant, now in Uplaw, for 62 l. Scots as the balance of Whitsunday's rent of the one-third part of the room and lands of Calhill possessed by him from Martinmas 1659 to Whitsunday 1660. Decerns, defender absent.

Isobel Hall, lawful daughter of John Hall, portioner of Threepwood, sues Margaret Darleing, widow of Robert Darleing, portioner of Appelltrileives, for 20 l. Scots of fee, 'ane waistcoate, pryce therof', ane paire of timber heild schoes, price therof, of bounteth,' for a year's 'nurs fie and fostering of ane chyld to her about tuo yeirs since or therby.' Decerns for 15 l. 4 s. and ordains defender to deliver either the waistcoat or 1 l. 10 s. Expenses, 2 merks. Hall v.  
Darling.

Thomas Stenhous, portioner of Newtoun, sues Thomas Ker, portioner there [*sic*] in Preistoun, and Janet Ker his sister, for 7 l. 9 s. Scots borrowed from the complainer within 12 weeks past. 'Denyes [*sic*] against the principall Thomas Ker in respect Jenet Ker denyed.' Stenhous v.  
Ker.

The bailie ordains Janet Scheill to deliver to John Hall, sometime tacksman of the mill of Longschaw, in satisfaction of her abstracted multures and knaveships, crop 1653 or 1654, 43 s. 4 d. Hall v. Scheill.

Absolves Robert Laidlaw in Allaneschawes from claim of Nicol Cairneroce in [Allaneschawes] against him, in respect pursuer circumduced the three terms of probation allowed him. Laidlaw v.  
Cairncross.

'Nota, umquhill Alexander Uschar was clerk to this proces, and in respect the bill is not lyand in proces it is thoct the persewar did not compeir bot absentit himselff with the lybellit proces, and the defender compeirand upon the last terme of probatione was absolvit as said is.'

Melrose, 6th October 1660, Gideon Jackson

Erschine v.  
sundry.

John Arskein of Scheilfeld, portioner of Lessudden, sues John Bryden there for 20 merks paid by the pursuer for him to Lord Cardrose for bygone teind at Martinmas two years past. Deeerns conform to the libel and officers's execution ; 20 s. expenses.

Also he sues Andrew Turnbull there for 20 l. due in like manner. Decerns ; expenses, 13 s. 4 d.

Also Mark Kyle, there, for 13 l. 2 s. as balance of price of ferme bear due to pursuer two years ago for the ferme of the pursuer's own lands in Lessudden possessed by him. Decerns ; 20 s. expenses.

Absolvitor,  
Merser v.  
Darling.

Complaint by Andrew Phaup, officer in Melrose, and Adam Darleing in Westhouses, and William Edgar, procurator fiscal, against James Merser, portioner of Gattounsid, as follows :—The defender by his ticket dated at Edinburgh, 27th September 1656, granted him owing to Barbara Bennet, widow in Edinburgh, 8 l. Scots, to be paid on demand under pain of doubling. She assigned on 23d July 1657 to the said Adam Darling, who raised action and obtained decree interponed for payment dated 17th October 1657, whereupon James Boustoune, officer, on 29 October charged Merser to pay the 8 l. with a year's interest and 10 s. of expenses of plea, within 15 days ; which charge being anew intimated by Andrew Phaup on 14 April 1660, and at Gallascheills on Michaelmas day last, the said Andrew on 2d October instant came to Merser's house to poind, whereupon the defender 'defferit and stoppit the persewer from poynding of som quheit of his efter the persewer had comprised ane example therof.' For this deforcement he ought to be fined and punished conform to act of Parliament. Compeared the defender 'and produced ane discharge daited 7 or 8 moneths since the assignation, maid faith and deponed he payed the debt to the principall debtor Barbara Bennet.'

Chisholm and  
Moss v.  
Bowstoun, etc.

Complaint by John Drumond, James Symesone, John Bowstoun, portioners of Derniek, against Andrew Chis-

holme, John Mosse, younger, portioners there, for themselves and the rest of the portioners of Darnick interested, as follows :—The pursuers, their predecessors and authors, have been past memory of man in use to pasture ‘upon the grund of the said land of Darnick each on of them ane horse or meire conforme to their richt and possessions of their landis and heritages’; but, after the ‘birlawmen’ had refused to poynd them, the said Andrew Chisholm and John Mos ‘instigat the whole neighbours of the toun to come and poynd them for pasturing of thes horses deu to be pasturit and keepit be them as ther predecessors have bein in use to pasture and keep for working and labouring of their grund, and spolizet and away took furth of each on of their houses their fyre vessell beffor Lambes last and still keeps and detaines the same from them to their gret prejudice and skaith,’ thinking by this oppression to prejuge their right. They crave redress, punishment of the intruders, and to be defended in their possession. Defenders compearing denied the claim and ‘granted and confest that they and the haill neighbours of the town (except the persewers) in their birlaw court hes unanimouslie condescended that each sex aikers of land sall keep ane horse or meire, and hes stentit the same sex aikers of land to keep and pasture therupon ane horse or meire in all tyme cuming, and the saids complinars are to keep conforme to the said stent and according to their possessiones and na farder.’ The bailie absolves the defenders, and interpones his decret to the said condescendence and stent agreed on in the said birlaw court; whereupon the said John Boustoune asked act of court and instruments.

Melrose, 13th October 1660, Gideon Jackson

John Greive in Blainslie asks the judge to interpone his authority to a decret obtained 12 August 1653 before the Sheriff of Roxburgh against Marion Fogo in Blainslie for 6 l. Scots with 20 s. of expenses of plea. Deerns upon production of the decret; 13 s. 4 d. expenses.

Grieve v.  
Fogo.



Blackie v.  
Merser.

Janet Merser, daughter of James Merser in Gattounsaid, sues Thomas Blackie, herd in Housbyre, for 'ane stone of wole, and a pund,' and a pair of 'duble sold schoes' of bounty, 'for milking his yewes in summer,' price 24 s. Absolves, defender deponing 'he hired her 13 weekes and she deserted his service 20 dayes.'

Strong v.  
Notman.

Complaint by Mr. James Strong, schoolmaster at Melrose, against John Notman in Blainslie, and John Blackie, in Whitslaid, as follows :—The pursuer obtained decreets against Thomas Feirgrive, elder, in Colmslie and others for 7 l. 10 s. with 10 s. expenses, due to him from the room and lands of Colmslie, half of which was due to the said John Blackie to pay to the said Mr. James, who obtained arrestment against the said John Notman on 30 July 1660 and arrested 'ane mickle kist, ane bedd, ane boorde, with some uther sort of plenisching,' for the 3 l. 15 s. and 5 s. of expenses. Decerns to make forthcoming.

Henderson v.  
sundry.

Complaint by Margaret Hendersone in Gattounsaid, and James Boustoune her spouse, against William Bell and William Hoy, portioners of Gatounsaid, George Kertoune and Robert Halliwall there, 'birlawmen,' as follows :—On 3d July 1657 they obtained decret before James Lythgow of Drygrainges against these persons ordaining all the portioners to convene and stent themselves for 20 merks as the price of a feather bed furnished by said Margaret 'for the use of the said toune to the garisowne of Hali-doune to the use of them *in anno* j<sup>m</sup> vj<sup>e</sup> and fiftie yeires,' comprised thereto at the time by Robert Philp and John Halliwall called of the Croce and John Scott, and 13 s. 4 d. of expenses in obtaining said decret. Judge interpones his decret ; 13 s. 4 d. expenses of extracting.

Davidson v.  
Taylor.

Complaint by Davidsonsone, portioner of Blainslie, against George Taylor there, who owes him half a boll of bear promised at Beltane last, with a pair of 'new bootes,' in presence of John Pringle and James Donaldsone. Con-

fesses the boots ; modifies 8 s. sterling. Denies the bear ; admitted to pursuer's probation.

The bailie ordains all those who are liable in payment of the schoolmaster's fee to pay the same to him conform to the stent roll produced in judgment, for what is justly owing, between Candlemas and Martinmas.

Sumervel 'v.  
sundry.

### Melrose, 13th October 1660

' Forsamickle as anc noble and potent earle, John, Earle of Haddingtoun, Lord Bynning and Byres, etc., heretabill proprietar and superior of the lordschipe and regalitie of Melroseland, and hes guid and undoubted richts to uplift the mailles kaines customes and uther casualities belonging therto and to hold courts att all occasiones requisite and three frie faires yeirly within the burgh of Melrose and ane weeklie mercat to be halden within the said burgh upon the Saturday, as in the said noble Earle his infettment of the said lordschipe and regalitie of Melroseland att maire length is contained ; And forsamickle as be the great troubles that hes been upon this kingdome these many yeires bygone the said weeklie mercat hes almost altogether decayed be reason of the haile inhabitants within this paroch who aucht and sould bring their cornes to this mercat doth carie them to uther mercats in the cuntrie, to the great hurt and prejudice both of themselves and the people and inhabitants of the said burgh of Melrose for want of the said weeklie mercat : For remeid quherof in tyme coming the ballie doeth heirby statute enact and ordaine lykas he be thir presents inactis statuts and ordaines, that the haile inhabitants within the said lordschip of Melrose who are dwelling within the paroch therof and schireffdome of Roxburgh and Berwick who are vassalls to the said Earle and holds their landis of his Lordship, who hes any victuall of what qualitie soever to sell or any uther commodities, that they bring and present the said victuall, aither wheat, beire, pease or ry, or meile, or ony uther comoditie as flesch, skine or hydes, or ony merchant waire, to the said mercat of

' Act annent  
presenting the  
mercat with  
victuall.'

Melrose upon Saturday nixt the 20 day of October instant, and if the samyn be not sold that day they are to present the said mercat ther with uther three Saturdayes thereafter day efter day and offer the samyn in seale to any who will by the samen, and if the said victuall or ony uther comoditie quhatsumever be not sold the last of the said four mercat dayes they sall be frie to goe therwith to quhat mercat they please ; and if ony of the said Earle his vassalls within the said lordship sall keep their victuall at home or be fund selling their cornes in any uther mercat nor the said mercat of Melrose efter the daite heiroyf, they and ilkane of them sall be lyable in payment of the soume of tuentie markes for ilk tyme they sall be seen or apprehended in uther mercats or if the samyn sall be proven against them be ony of their neighbours within this paroch or any who sall delate them to the said ballie. And for the peoples better incuragment to come to the said mercat, the ballie doeth heirby declaire that they sall be frie of all customes for the space of ane yeire to come ; and ordaines Alexander Uschar to make intimatione heiroyf att the mercat crose this day, being the heid court day, to the effect that nane may pretend ignorance heiroyf.' Alexander Uschar, officer, intimated this at the market cross to the whole feuars and vassals, being present on this head court day ; witnesses, Andrew Kirtoune, burgess of Jedburgh, and Philip Blackie, burgess of Selkirk. Also publicly read by him in face of court in presence of the vassals and feuars convened in the tolbooth.

Melrose, 27th October 1660, Gideon Jackson

Acheson z.  
Blackie.

Andrew Aitchesone, herd in Allenschaws, complains on Patrick Blackie, herd in Uplaw, in regard the pursuer sowed 'upon the grund of Wolplaw' last crop 5 bolls of oats and rye estimated to the third corn, extending to 15 bolls with the fodder, 'which cornes and fodderis the said Patrick Blaikie hes eaten and destroyed both beffor and efter the scheareing.' and the complainer caused comprise the same both before and after the shearing by

William Fischar, James Moffit, James Stoddert, and  
 , as their note will declare, price of each boll with  
 the fodder 6 l. 13 s. 4 d.—William Fischer, James Moffit,  
 John Hall and William Moffit [*sic*] passed to the ground  
 of Wolplaw and comprised the corn and declare that the  
 goods Patrick Blackie should have kept have eaten  
 and destroyed 8 bolls of oats, rye and bear. Attested  
 at Melrose, 27 October 1660. Decerns conform to the  
 comprising, defender absent, and modifies for each boll 6 l.  
 ‘condescended upon be the comprysers to be all oats.’  
 4 merks expenses of extracting.

Andrew Penman in Melrose sues Andrew Kennidie in Penman v.  
Kennedy.  
 Darnick for a boll of bear, Darnick measure, counting  
 5 mickle fulls thereto, crop 1659, ‘for ane ox hyre’; also  
 for ox hire this crop, 6 small fulls of the same; price of the  
 boll, 1659, 12 l., and 1660, 6 l. 13 s. 4 d. He is also owing  
 9 l. 13 s. 4 d. for the agreed-on price of a boll of seed oats  
 bought from complainer last seed time, and ‘four groats’  
 as balance of ‘ane nolts price’; two fish worth s.  
 apiece, or 24 s.; three threaves of oat straw at ‘viij [*sic*]  
 the thrawe’; two threaves ‘for the bounteth of the ox  
 draucht.’ Held as confessed; modifies for the bear, 1659,  
 10 l., crop 1660, 6 l.; oats, 9 l. 13 s. 4 d.; ‘nolt, 16 s.;  
 fisch, 1 lib.; strae, 2 lib.’ Sum total, 27 l. 1 s. 4 d.;  
 20 s. of expenses.

Complaint by Helen Hay, goodwife of Drygrainges, on Hay v. Bell  
and Rodger.  
 George Bell, portioner of Reidpeth, and John Rodger,  
 younger there, who about half a year ago became caution  
 to the complainer for John Andersone, portioner of Reid-  
 peth, for 7 l. 4 s. as the balance of ‘two stones tuo pundis  
 and a half stane of cheis’ bought by Anderson from her.  
 Paid judicially.

James Meine in Wester Langlie delivered to Andrew Mein v.  
Kennedy.  
 Kennedy in Darnick in July last 9 l. Scots for paying the  
 monthly maintenance of the Newtown mill for six months,  
 who keeps up the same from the collector and the latter



has sent forth troopers and the pursuer was necessitated to pay the same over again with 54 s. of deficiency money. He also owes the pursuer half a stone of cheese, price 18 s. Decerns conform to the claim ; ext. exp. 13 s. 4 d.

Scott v. Vair. Janet Scott, wife of James Symesone in Darnick, sues John Vaire, weaver there, for 6 l. 7 s. as balance of a greater sum, promised to be reckoned for three years ago. Absolves because the defender depones he owes nothing.

Mein v. Bunzie. John Meine, mason in Newsteid, complains against John Bunzie, Wester, weaver there, and James Merser there, who within these 10 days did wrongfully ' delate the persewar to the bourlaw men for alledgit houkeing and home bringing of comone brome,' whereupon the bourlaw men have poinded his pan ; and they ought to be punished ' for calumniating the persewers good name.' Claim denied. ' Ordaines to deliver back the pan and passes the persewar for this fault and ordaines him not to doe the like under the paine of fyve punds.'

Melrose, 10th November 1660, Gideon Jackson

Kyle v. Parke. Complaint by Helen Kyle, wife of John Jamesone in Lessudden, against Margaret Parke, widow of Patrick Riddell, portioner there, as follows :—The said Helen and her husband ' being bigging ane little house to put sheipe into upon hir awn proper heritage,' the defender masterfully came to the same ' and did cast the samyn to the grund were not sche was impeded be the persewer' ; so she desires the bailie to appoint so many of the ' aldermen' in the town to ' passe and cognose upon the said grund that the persewer and her said spouse may be put in the peaceable possessioun therof.'—13 October 1660, the bailie ordains Robert Kyle, smith, James Cochran, Thomas Huntar, and Andrew Bryden, to take cognition and report in writing.—16th October 1660, Robert Kyle, smith in Lessudden, James Cochran, portioner there, and Thomas Huntar there, went to the ground and ' hes

ordaind that the said John Jameson and his spous, heretrix to that house and grund, sall build that littel house bewest the doore of their duelling house, it being prejudice to non clearlie known and understood to us and neighbours in the towne, and that they sall uplift their midden from the place quher it is and lay it in the hole and hold it there, and for the forsaid Margret Parke ' (who is called widow of Patrick Riddell ' callit of Sant Booswells ' ) ' sche or ony in hir name sall have frie isch and entrie to the ald merch stone at the gaite beside the high street that goes throw the towne betuixt Edinburgh and Jedburgh and frie cairt gaite there all used and wont and no farther att all.' The report is written at Lessudden by John Maben, schoolmaster at Maxtoun; witnesses, David Unes, officer in Lessudden, and the said John Maben.—27th October 1660, continued interposing his decreet until defender produced a charter and sasine of her own or deceased husband's shewing the ground to be hers.—3 November 1660, ' in respect of the ballies absence continues *ut antea* untill the nixt court.'—10 November 1660, compeared William Riddell, son-in-law to the said Margaret Parke, proper heritor of the lands of St. Booswells and lands pertaining to deceased Patrick Riddell lying in Lessudden, ' and desiret that the persewer may be halden to purchas the haile heritors of the grund and lands of Lessudden thair consent for building the little house betuixt and the 25th of Merch nixt; which the persewers husband of his awin consent hes offerit and undertaken to doe of his awin consent as said is and notwithstanding incais the said Patrick Riddell produce any sufficient richt to prove the grund to belong to his prediccursors and him to stoope the said house bigging it wes to be admitted.'

Eupham Cairncroce in Colmslie sues Andrew Darling in Appelltrileives for 8 l. Scots as balance of annualrent of a certain sum due and promised a year past last Martinmas. Held as confessed; 10 s. 8 d. expenses. Cairncross v.  
Darling.

James Mertoun, tailor, portioner of Melrose, sues Nicol Cairncroce in Allenschawes for 3 l. 6 s. Scots as balance Mertoun v.  
Cairncroce.

of price 'of certain furnitur and for taylor worke wrocht be the persewer to him' about 3 years ago, 'att and about the tyme of his mariage.' Cited by Andrew Phaupe, compeared not; held as confessed.

Merser v.  
Notman.

Alexander Merser in Ersiltoune sues John Notman in Colmslie and Isobel Smith his spouse for 15 l. Scots as balance of price of malt bought from pursuer before Whitsunday last. Decerns as confessed; expenses, 20 s.

Halliwoole  
and Mein v.  
Thomson and  
Eilleis.

John Halliwoole and Robert Meine in Gatounsids sue Jean Thomson in Darnick for 5 l. Scots as agreed-on price of a firloft of oatmeal bought from them at Fastingseven last, to be paid last Lammas. Decerns conform to the claim.

Also against George Eilleis there for 4 l. 4 s. as balance of price of a firloft of oatmeal bought as above. Decerns conform.

Merser v.  
Anderson.

Complaint by Alexander Merser in Ersiltoun as follows:—William Anderson, portioner of Reidpath, granted bond on 19th April 1658 at Ersiltoun to the pursuer for 91 l., and paid part thereof, and in corroboration of the balance (seeing pursuer at his desire stayed execution till the separation of the present crop) he disposed to the said Alexander his corn growing on that part of the lands of Craighouse possessed by him, and as much of his corn growing in Summersyde of Ridpeth as will complete the sum due conform to market prices as they are between Michaelmas and Martinmas this year, and obliged himself 'to scheire, bund, stack, leid home to the towne, build, stack and cover the said cornes in barne yaird within the towne that the said Alexander Merser or his forsáids sowld pleis make choose of,' and accord with the pursuer for the price and deliver the victual, and if not completely paid, to make up the deficiency out of the readiest of his other corn, under a penalty of 10 l. This bond is registered in the commissary books of Berwick, 14 December 165 ; but there is 61 l. still due, with two years' interest at Whitsun-

day next. Registered bond produced; decerns for the principal sum, rebating 30 l., which pursuer deponed was paid by five bolls of oats at 6 l. the boll about two years ago; expenses, 8 l.; principal, interest, and expenses, 79 l. 16 s.

Complaint by Margaret Eckfoord, widow of Robert Meine, portioner of Gattounsids, and James Merser, now her spouse, as follows:—Thomas Eckfoord, smith in Innerleithan, by deed dated at Melrose 11 November 1642, assigned to her 800 merks due by deceased William Wricht ‘called the Nether Smyth in Gattounsids’ and his cautioners to the deceased Bernard Meine, lawful son of deceased Robert Meine, portioner of Gattounsids, with 4 l. of expenses, and the bond itself, containing clause of relief whereby the said William Wricht obliged himself to warrant and relieve the said Thomas Eckford, his father-in-law, of the interest of the said 800 merks during the said Margaret Eckford’s lifetime; but the said interest is due to the complainer these past six years at Martinmas last, and extends to 192 l. and William Wricht, son and heir of the said William, will make no payment thereof unless compelled. The defender, William Wright, in Gattounsids, alleges that the cedent had no right and so the pursuers are not competent to pursue, and any interest addebted will belong to the deceased Bernard Mein to whom bond was granted; and the passive titles must be instructed and the defender allowed further defences. It is answered that the production of the bond is sufficient, made by defender’s father to deceased Thomas Eckfoord, the pursuer’s father, for 800 merks, to be paid ‘to the aires of umquhill Robert Meine, which umquhill Robert Meine was son-in-law to the said deceist Thomas Eckfoord and husband to the persuer, and the annualrent be the obligatione is appointed to be payed be the deceist William Wright to Margaret Eckfoord the persewar all the dayes of hir lyftime,’ and also the principal and interest are both assigned by Thomas Eckford to her and her husband, which assignation is also produced. In additional defences it is alleged that the sums libelled are satisfied in respect that parties met in Gattonside in

Wright *v.*  
Eckford and  
Merse.



persence of neighbours and at Candlemas 1659 agreed for William Wright's paying to the pursuer 90 l. Scots in satisfaction of all byrun interest then due, which sum was paid by him to the said James Merser. In reply the pursuer declares 'that incaice there had such ane agreement been made at Candlmes 1659, the defender ought not onlie to pay the sowme of 192 lib. but also ought to pay the sowme of 33 lib. 6 s. 8 d. for the penaltie of the breake of the faithfull condition made befor sundrie famous witnesses,' who can prove 'that the defender is not onlie to pay the sowme off fiftie merkes of penaltie bot sicklyk every on of them to be in thair own place as formerlie and that condition to be null and of no availe,' and desires the judge to consider 'the persuers estait and condition quhilk is clearlie known be the hail neighbours that the persewers haile familie hes been lyke to sterve sundrie and divers tymes for breake of the conditione made be the defender and hes forced the persewer to promeis pennies for on for thair lyvliehood and intertainment of thair bodie,' and so desires sentence in favour of the pursuer 'in regard the poor woman cannot be wronged nor her husband for his intres of the annualrent.' Alexander Uschar, married, 33 years, depones 'he knowes that James Merser in Gattounsaid as principall and Thomas Merser his sone as cawtioner wase resting to William Speding in Gallaschells a certane sowme of money contained in a registrat band and decreit obtained be the said William against him, and heiring that William Wright in Gatounsaid was resting to the said James Merser he caused the said Alexander arreist be vertew of the said decreit 40 punds les or mair in his hands, quherof the said William Speding obtained decreit against the said William Wricht, and the said Alexander deponit he saw William Wricht pay William Speding in presence of James Mersers self ten punds and William Speding gave William Wricht Mertymes 1660 to pay the uther 20, quhich makes up in all 30 lib.' John Halliwool, weaver, deponed, that William Wright delivered and is to deliver to him 24 l. 'for James Merser sones prenteis fie of the sowme acclaimed.' Robert

Mein, mason in Gattounsaid, married, 28 years, depones he was present with the parties, who submitted to Robert Freir, John Halliwoole, James Boustoune, and John Halliwoole 'Croce,' and the deponer as oversman, 'quho entred upon and could not agree them, but att that same tyme James Boustoune and Robert Freir did agrie the parties for 90 lib. Scots in compensatioun of the bygone annualrents preceeding Candlmes 1659, 50 merkes quherof wes appointed to be payed att Whitsonday 1659 and the rest and remnant at Candlmes 1660, and in caice it wes not dylie satisfied att thes termes preceislie, James Mersey wes ordained to be in his awin place for quhat he acclames, and in caice the sowmes wes not fulfillit att Candlmes the first 50 merks to be quyt be William Wricht.' John Halliwoole, called of the Croce, there, married, 36 years, deponed *ut alter in omnibus* 'except that part quher James Mersey was to be in his awin place, and the certification of the losse of the 50 merkes, bot that there wes 30 pundis of penaltie or 50 merkes, who was not content with the agreement or did break to uther.' James Boustoun, married, 50 years, depones 'Robert Freir and he agreed the parties, and declares at Candlmes 1659 Robert Freir and he did setle the persewer and defender for the sowme of 90 lib. in full satisfaction for all bygone annualrents preceeding that tyme, quherof 50 merkes wes to be payed att Mertymes 1659 and the rest att Candlmes 1660 under the paine of 30 lib. Scots to have been payed be the partie failzer or quho wes not content or did rew, and knawes nothing annent the payment of the 90 lib. bot that it wes compted and reckond betuixt the parties that the whole sowme was satisfied be William Wricht to James Mersey and his creditors. Robert Freir there, married, 46 years, depones he and James Boustoune agreed the parties, etc., as above.—The judge finds it proven that there was an agreement for 90 l. in full satisfaction of bygone interest, and that the defender has paid 70 l. thereof to Mersey and his creditors, and 20 l. is paid or to be paid to William Speiding, one of the said creditors, so he absolves him from the

annualrents acclaimed, reserving action to the pursuer for the annualrent after Candlemas 1659.

Melrose, 1st December 1660

Ellis *v.* Gray. John Gray in Selkirk sues Thomas Eilleis, wright in Danielstoun, for 4 l. Scots 'for the persewers wricht worke wrocht be him to the defenders at the Countess saite in Selkirk kirk *in anno* 1656.' Defender denies the claim 'that he imployed him, bot that he wrocht voluntarlie and wold uplift his vadges from the Tutors,' as he referred to his oath. Defender referred back to pursuer's oath, who refused to depone. Absolves.

Langshaw *v.* sundry. Patriek Scott of Langshaw, titular of the parsonage and vicarage teinds of Blainslie, sues John Sownhous, for teind of two husband lands, 34 l. 9 s. and for the pendicle 6 l. 2 s., *inde* 40 l. 11 s. Scots, crop 1659; Thomas Caldeugh, 53 l. 12 s. 11 d. for crops 1659 and preceeding; Robert Davidstone, 25 l. 15 s. 2 d. said erop. 'Decerns reservand modificatioune, except [? extract] against Caldeleuch'; expenses 20 s.

Boston *v.* Boston. Thomas Bowstoun in Gattounsids sues Thomas Boustoun there, called Duik Dube, for 18 l. Scots borrowed from pursuer a year past last Whitsunday, with the annualrents since. Held as confessed; annualrents, 24 s., expenses of extracting, 24 s.

Ellis *v.* Wallace. Complaint by James Eilleis, Over, in Melrose, against George Wallace, notary, who refuses to deliver up a disposition and resignation, charter and sasine pertaining to the deceased Walter Scott, goodsir to Walter Scott, portioner of Melrose, of a tenement there, most part of which tenement is disposed by the deceased John Scott, son of the former and father of the latter, in favour of the pursuer, in which disposition he obliged himself to deliver the writs upon receipt and promise to make forthcoming. Defender granted having the writs; pursuer produced

this disposition by John Scott to him obliging himself to deliver the writs upon inventory. Decerns ; expenses, 1 l. 4 s.

George Cairncroce in Reidpeth sues John Anderson, Cairncross v. Anderson. portioner there, for 30 s. 4 d. Scots as balance of his fee and a pair of ‘double soled shoes’ or 36 s. for the same. Held as confessed ; modifies for the shoes 24 s.

Thomas Cochran, portioner of Mertoun, sues Andrew Riddell, Cochrane v. Riddell. portioner of Lessudden, for 7 l. 4 s. Scots as price of six small fulls of bear bought in May. Held as confessed.

Robert Mylds in Gattounsids sues Robert Mylds there Myldes v. Myldes. for 7 l. 14 s. Scots for three ‘mickel fulls’ good and sufficient seed bear bought from complainer last May, payable at Michaelmas. Held as confessed, 2d diet.

John Meine in Gatounsids sues James Merse in Brigend, Mein v. Merse. who owes to ‘ane Duike Dube in Gatounsids’ 7 l. and Duikdub owes the pursuer the same for oats, which oats the officer arrested for Duikdub’s rent, and Merse promised payment to Dukedube at St. Peters day. Decerns conform to the libel ; 20 s. expenses.

James Tait in Blindlie sues Robert Rae, younger in Threipwood, Tait v. sundry. for 5 l. as the price of 8 lambs bought by defender at Ersiltoun fair on 18th June last, to be paid at Michaelmas ; also John Laidlaw in Colmsliehill owes 8 l. ‘for his sones fie for ane yeire’s service wrocht be him to the defender.’ Decerns as confessed, 2d diet, defenders absent.

Andrew Penman in Melrose sues Alexander Reidpeth, Penman v. Reidpeth. portioner there, for 9 l. as price of a boll of seed oats bought at seed time, to be paid at Lambas last ; also 12 s. for ‘three raikes of his horse to the Faughhill this tyme tuo yeire or therabout.’ Held as confessed, 2d diet, absent ; expenses, 13 s. 4 d.



Williamson.

Janet Dickson, widow in Gallascheills, deponed 'that the cloake that Adam Darleing is persewing Thomas Williamson for wes unquhill David Pringill her husbands cloake, and that sche disponit the same to Thomas Williamsone.'

Melrose, 8th December 1660, Gideon Jackson

Wright v.  
Merse.

Complaint by William Wricht, smith in Gatounsaid, against James Merse there and Margaret Eckfoord his spouse, as follows :—The complainer by his officer and precept 40 days before Whitsunday last warned the defenders to remove from a dwelling-house and yard of his possessed by them in the town of Gatounsaid, but they still retain possession and ought to pay the violent rent and profits, which mail and duty is 10 l. Also although he has paid to them 90 l. Scots due by his bond, they refuse to discharge the same. Pursuer compearing, with John Rodger his procurator, and defenders with John Bunyie, their procurator, defences are given in as follows :—First, they took the house and yard from Janet Eckford, pursuer's mother, and so pursuer ought to serve heir first to his father [*sic*] 'and nixt entred to my lord as superiour of the grund'; secondly, craves that pursuer may prove the debt of 90 l. paid to them or any others in their name. It is answered that as to the first, the pursuer's mother is concurring and ready to concur in the process if need be, but it is offered to be proved that the subjects were taken even from the pursuer himself; and 'it is most noture and weell known to the judge and neighbours about that the fewars and possessors of Gatounsaid (albeit the most part of them be not infeft) are undoubted fewars kyndlie tennants and possessors of the houses and pertinents for payment of the few dewtie, and it is absurd to say that notwithstanding they may not sett ane house and yaird of the maile and dutie of ten pund nor call for removing therfra without infeftment.' But the defenders must remove, because they, pretending right to the annual-rent of 800 merks due by pursuer and his deceased father

to them, have possessed the said house and yard with certain arable land therefor these many years past till Whitsunday 1659, when any interest due was paid and then they removed from the arable land, house and yard, and took again from the pursuer the house and yard alone for a year, which expired at Whitsunday last, for 10 l. of rent. And it is iniquitous to compel him to produce titles to a cothouse and yard of 10 l. Scots, for he has possessed the same, at least they by his tolerance, unquestionably these 15 or 16 years past since his father's death. The judge finds the libel instructed by production of the warning and executions, and the pursuer's father's infetment in the house and yard acclaimed, and the pursuer is most willing to enter heir to his father therein and has given bond to the Earl of Haddingtoun superior, for his composition; and decerns defenders to remove; and finds relevant and admits to pursuer's probation the claim anent house maill.

Complaint by Andrew Slater, portioner of Newsteid, Slater *v.* Mein. against Andrew Meine there 'callit Wester Andrew,' as follows:—Pursuer raised process against him to remove from his house and yard in Newsteid, and thereafter both parties submitted to Andrew Tunno, notary in Melrose, to agree them and decide what the defender should pay to pursuer. The arbiter in presence of John Meine, son of Robert Meine, Robert himself, Thomas Bowie, and James Meine, smith, ordained defender to pay 16 l. at Midsummer last, 'and then did writ ane disposition be the said persewer to the said defender,' subscribed in their presence on 13th February 1660; but the defender will neither accept the heritable disposition and pay the sum decerned, nor remove from the subjects. Denied; admits to pursuer's probation.—John Meine, son of Robert Meine in Newsteid, depones the facts as above. James Mein depones that Andrew Tunno ordained Mein to pay 16 l. to Andrew Slater 'and nocht els.' Thomas Bowie in Melrose depones 'he wes witnes to the dispositione, and *ut alter in omnibus*.' The judge finds complaint proved and ordains

Mein to pay the 16 l. and Slater to give him the disposition.

Thomson v.  
Fairbairn.

John Thomson, weaver, portioner of Lessudden, sues John Fairbairn there for 14 l. 13 s. 4 d. as price of two bolls of oats bought from pursuer about Martinmas 1658. Grants 14 l. ; decerns ; 20 s. expenses.

Cochrane v.  
Thorburn.

Thomas Cochrane, portioner of Newtoun, obtained decreet on 1 December inst. against Andrew Riddell [undesignated] for 7 l. 4 s. Scots and 13 s. of expenses, whereupon the said [*sic*] David Unes arrested in the hands of James Thurburnt in Lessudden so much ferme bear (due, I suppose, to Riddell), which he refuses to make forthcoming. Decerns, defender absent.

Unes v.  
Bryden.

David Unes in Lessudden sues James Bryden there for 6 l. Scots as balance due for wheat bought about 10 years ago. Held as confessed, 2d diet ; expenses, 6 s. 8 d.

Maxwell v.  
Redford.

Complaint by William Edgar, procurator fiscal of the regality of Melrose, and Thomas Reidfoord, portioner 'there,' against John Maxwell, portioner there, to whom Reidfoord sold eight 'esch and elme trees' in 1657, but he came to the pursuer's croft and cut and took away ten trees, the two additional ones being worth 5 merks apiece, which he ought to pay, besides the fine contained in the acts of Parliament 'anent incroching upon mens heritage and cutters of green wood.' Defender grants he cut nine trees, and denied the tenth ; avisandum to next court.—Deponed he cut no trees but those he bought. Absolvitor.

Mein and  
Hastie v.  
Lowrie and  
Blackie.

Complaint by John Mein, mason in Newsteid, and Alexander Heastie in Newtoun, against Mark Blackie, portioner of Melrose, who became cautioner for James Lourie, portioner of Coldscheilles, to satisfy Mein for nine days' work at his mason trade, at 8 s. Scots a day, and Hastie for 30 s. Scots for service done to Lowrie. Decerns conform ; expenses, 10 s. 8 d.

John Thin in Blainslie sues Robert Blaikie in Hagburn <sup>Thin v. Blackie.</sup> for 50 s. Scots for a firloft of oatmeal bought from pursuer in Gallascheills market at Lambas 'bygone a yeire.' Decerns as confessed ; 6 s. 8 d. expenses.

James Darling in Sorrowlesfeild sues Margaret Darleing, <sup>Darling v. Darling.</sup> widow and excutrix to Robert Darleing, portioner of Appelltrileives, for 25 l. of fee for service wrought by pursuer to him and her ; also 8 l. of the balance of fees. Refers to pursuer's probation. Pursuer deponed Edward Darleing and Thomas Darleing ordaned her to pay 27 l. Decerns for 27 l. ; 26 s. 8 d. of expenses.

Andrew Heitoun, portioner of Newtoun, complains that <sup>Heitoun v. Bullman.</sup> William Bullman, portioner there, detains a Contract of wadset between him and deceased John Heitoun his brother on the one part and deceased Stephen Bullman, defender's father, on the other part, dated as 'therin contained,' whereby for 340 merks paid by Stephen to David Dobsone in Lessudden (in their name) for redemption of 'that single half land in Newtoun' formerly wadset by said David Dobsone they [*but it does not say what they did*]. Also he detains another Contract of Wadset between same parties dated        whereby for 530 merks they wadset to Stephen another half husband land with the onstead and yard belonging thereto. The pursuer has at the earnest desire of the said William Bullman renewed both these securities in his own name since his father Stephen's death, yet he detains all, whereas the old securities in his father's name ought to be delivered up to be cancelled. Also he detains from the pursuer a Bond granted 'be him to him' for 13 l., albeit the debt is paid. Likewise he promised to deliver or allow to the pursuer in the fore end of his ferme due to him 3 bolls of bear, crop 1653, for the renewal of the said securities. Moreover, he keeps the letters of horning denouncing the pursuer for non-entry to the wadset lands, raised caption and apprehended and warded him, and now the pursuer being entered ought to have the letters, with a sufficient discharge, in



order to his relaxation. Bullman is also addebted to the said Andrew Heitounce in two fulls of wheat bought at Martinmas a year past, for 8 l. the boll, *inde* 32 s., and this year 3 small fulls, at 12 l. the boll, *inde* 3 l. 12 s.; and 3 small fulls received by his wife at seed time last, at 9 l. the boll, *inde* 3 l. Pursuer deponed the defender promised to pay the bear. Decerns. [*Nothing else about the case.*]

Bell and  
Lidderdane v.  
Pringle.

Complaint by George Bell, portioner of Reidpeth, and James Lidderdane, portioner there, against John Pringill of Williamlaw, as follows:—James Anderson, portioner of Reidpeth, by his Disposition, dated at Ersiltoun, 15 April 1656, sold heritably to the complainers equally between them his two husband lands in Reidpeth ‘with the sixth part of lands in Craighous lyand within the toune of Reidpeth,’ wherein they have infestment and have right to all writs and securities concerning the same. A tack thereof was set by the said James Andersone ‘with consent of the said John Pringill to quhom he had given full power of the saids lands’ to the said George Bell on 13th January 1655, for payment of 11 bolls of victual to Anderson or Pringle between Yule and Candlemas, the first payment to be between Yule 1656 and Candlemas 1657; but the lands being disponed as above, Pringle is denuded of his right to the property and tack duty, and ought to deliver up the Tack; yet he will not exhibit the same unless compelled. Pursuers compearing, with John Rodger their procurator, and Pringle also compearing, with George Walker his procurator, defences were given in as follows:—First, pursuers to give their oath of calumny; secondly, to produce the Disposition and infestment upon which they found, and whereby the tack duty is said to be discharged; thirdly, he ought not to exhibit the Tack, being by way of obligation, and he can prove that the bond containing tack is registered [23 June 1660] and extracted by him as his own evident for recovering the tack duty, and the pursuers may extract it from the register at their own expense, and whenever Pringle raises action for the bear contained in the bond or tack the said George Bell

will be heard to answer, and Pringle to reply. In answer, pursuers require defender's oath of calumny whether he has just reason to withhold the Tack, register the same and pursue for the duty; and the disposition and infettment are in the hands of the clerk of court, to whom defender may apply for inspection. It is offered to be proved that Williamlaw denuded himself of the right he had from Anderson, and promised to deliver all writs and securities which he had of the subjects, and indeed did deliver to James Lidderane [*sic*], one of the pursuers, fourteen deeds, but has kept up this Tack 'whereby to truble the persewer and not advantage himself.' In additional defencees covering much the same ground the defender denies promising delivery of writs, especially the Tack, and inasmuch as he has caused register the same and charged George Bell, one of the pursuers, for the tack duty, he ought to have further execution and letters of poinding against him. The pursuers in replying produce the Disposition by the last heritor containing an ample discharge of the tack granted by him to Pringle; and the tack being only granted by Anderson with defender's consent, and payable to either of them; and as it would appear by Anderson's granting the said discharge that the tacksmen had chosen to pay to him, so the Tack is now the pursuer's evident as heritor, 'and any obleisment conceived in Williamlaw his favors ceisses, for George Bell and James Lidderdane cannot be both heritor and tennant.' Williamlaw's right and interest is only as a naked consenter, and no more in law at the best than a factory or commission to uplift the duty in Anderson's name; and though James Anderson were the defender, he would have to deliver up the Tack as being extinguished and consolidated with the property of the lands in the person of George Bell, tacksman, and James Lidderdane; 'and albeit (which makes the bussines like midday) Williamlaw had been constitut assigney to the tacke, as he is not bot ane naked consenter and factor whose factoric and mandate *morte mandatoris tollitur*, yet he could never get the dutie of George Bell, he haveing satisfied the same to his cedent

bot of necessitie wald be forced to seek his releif of warrandice of James Andersone'; and 'since as said is the taksmen and proprietar are now one persone yet *sic debitum et creditum confunduntur* and he must pay himself.' As to the last point, the pursuers protest that no execution can be taken against them till the fiars be liquidated and they heard to answer.—The judge ordains the pursuer to produce the infeftment, and the defender to produce the tack.—10th November 1660, produced tack; infeftments to be produced by next court day.—The judge finds by a heritable Disposition and infeftment following thereon, produced, that James Anderson, heritable proprietor of the lands contained in the Tack, sold and disposed the same irredeemably to the pursuers within three months after the date of the tack, which takes away the tack made with consent of Williamlaw, who has no right or interest in the lands but as mere consentor to the tack, and the pursuers have undoubted right to the lands and the whole fermes and duties thereof, and to all the evidents affecting the same; therefore ordains defender to deliver the Tack to them with an ample discharge thereof, in respect it is registered, and the said Tack to make no faith in judgment or outwith the same in time coming in prejudice of the said George Bell.

Melrose, 29th December 1660, Gideon Jackson

M'Callo and  
Turnbull v.  
Walker and  
Merser.

James M'Callo and Andrew Trumbell, portioners of Bouden, sue Bartholomew Walker in Melroise for 5 l. as the price of a firloft of oatmeal bought from them at Whitsunday last, to be paid at Martinmas; also George Merser in Dernick for 5 l. for the like. Held as confessed; 6 s. 8 d. expenses to each.

Bunyie v.  
Riddell.

John Bunyie, elder, portioner of Newsteid, sues Andrew Riddell, portioner of Lessudden, for the sum of 'for intending his bussines thretie four court dayes beffor the ballie of Melrois, quherof he acclaimes for each court day 6 s. Scots,' which he promised to pay. Modifies 3 l.

‘ by and attour anything formerlie receaved ’ ; expenses,  
13 s. 4 d.

Thomas Loukup, wright in Melrose, sues John Fischer Loukup v. Fisher.  
of Wester Housbyre for 4 merks as balance of price ‘ of  
the window lidds and caices of Old Melrose and for bandes  
therto.’ Held as confessed.

Complaint by John Notman, late miller in Langschaw Notman v. sundry.  
Mill, and Patrick Scott of Langschaw, his master, for his  
interest, against the following for abstracted multures :—  
Mr. William Duguid, minister, portioner of Appelltri-  
leives, the multure of 24 bolls of oats, Roxburgh measure  
(5 mickle fulls to the boll), crop 1658, and the same of crop  
1659, with 2 bolls of ‘ hummell corne ’ ; Margaret Darleing  
there, the same for crops 1658 and 1659. Also ‘ he ’  
complains against Andrew Darleing there who is due to  
him 10 l. partly for meal and partly borrowed silver at  
Midsummer last, to be paid at Lammas. (Decerns on  
pursuer’s oath) ; and against Nicol Cairneroce in Allen-  
schawis for 10 l. 12 s. for meal received from pursuer at  
several times within the past year, payable at Beltane.  
(Decerns on pursuer’s oath.) Duguid in his defences  
denies he is thirled to this mill, and desires it to be proven ;  
and ‘ he was never challenged as thirrell nor summond to  
come to the mylne, naither did ther ever as yet decreit  
passe against him ’ ; and if decret passed against his  
predecessors yet he is not tied, ‘ as also that decret stands  
this day suspended and as yet lyes undiscussed, and to pas  
a second decret beffor that which lyes befor the supream  
in civells be discussed is contrarie the lawes of this  
natione ’ ; and ‘ everie one of them hes a chartour beareing  
them free of thirledge to any mylne, yea they are frie  
to bigge a mylne if they had the rent to it, as is heire to  
be sen ’ ; fifthly, thirlage is part of a man’s heritage and  
can only be discussed by advocates before the Lords of  
Session. The pursuers answer (1) that the thirlage of the  
ground possessed by Duguid ‘ is not to prove now ’ ;  
(2) since ever Notman had interest in the mill he has



allwayes been challenging and summonding and delayed decreits upon promiseis of better conditione nor denyalles; (3) as to not being tied like his predecessors, 'it seemes he is not in so good condition as his predecessors, als in ane farr better conditione for suspending, wee neid not speik of it'; (4) desire a sight of the charter freeing him from thirlage; (5) there is no need here to discuss the question of thirlage, far less before the Session.—The judge finding by several decreets obtained at Langshaw's instance against the whole possessors and occupiers of the lands of Appeltrileives, often produced before him in former processes, that the lands of Appeltrileives have always been thirled to the mill of Langshaw 'and hes allwayes been in use and custome to grind ther haille grist thairat,' repels the defences and ordains defender to depone what he has abstracted. Compears Duguid and protests he had a supension; next court assigned to produce.—Absent and failed to produce suspension; compared John Bunyie, pursuer's procurator, and produced a protestation thereof, dated January 1656, 'quherby the defender is decerned to make payment of the thirled moulter lybellit conforme to the schireffis decreit and in tyme cumming.'

Wilson v.  
Chisholm.

James Willson in Kaidslie sues John Chisholm, Craikfurd, for 100 merks of tocher promised with his daughter Margaret Chisholm 4 or 5 years ago, to be paid within a year, as stated in presence of James Scheill in Craikfurd and Thomas Wrieth in Kaidslie. Before Paseh last parties submitted to Thomas Law in Melrose and said Thomas Wrieth, who decerned defender to pay 20 l. at Whitsunday last, 20 l. at Whitsunday 1661, and 26 l. 13 s. 4 d. at Whitsunday 1662; yet the first payment is still resting. Grants the sums and the terms of payment; decerns to pay, as the terms come and go. Also he promised to make his daughter, pursuer's wife, 'ane bairne of the house of all the goods and geire pertaining to him'; denied, admits to probation. Thomas Law declares 'this within writtin lybell is all of trewth especiallie annent the promitting hir to be ane

bairne of the house.' Thomas Wricht depones the like. John Dawson depones he was not present 'quhen the first conditione wes made as to the alleged promeis' but only heard it by report. James Scheill in Craikfurd depones he was present 'att the mariag agreing and hard the defender half grant to the lybell annent that part quher it is acclaimed that the persewars spouse sould be ane bairne of his house.' The bailie finds it clearly proven and ordains 'the persewers [spouse] to be ane bairne of the defenders house and have ane portione of his goods and geir att his deceis.' 'Decerns *ut supra*, the defender present, ordaines the persewer to find cawtione to ansuer as law will.'

Complaint by George Blackie and Alexander Uschar in Melrose, tenants and tacksmen to John, Earl of Haddington, of the lands of Prairwood Eist and Howyairdes, against the whole inhabitants, possessors and occupiers and cottars within the 'towne of Newtoun, Eildoune [Zeildon *in margin*] and Newsteid, who both daylie and nightlie frequent and resortes to and fra Melrose both Sabbath and week dayes,' and they have made 'ane common passage thorw out [*lege* our] quheit and rye of the saids lands to our great hurt and prejudice, and is not onlie content to goe and come upon the roods and passadges of old useit and wont, viz. everie man and woman to goe on efter another, bot to the complinars great hurt and skaith they goe sex or seven att others sydes, quhilk was never in use beffor past memorie of man, and hes made gattes and passages above 5 or 6 ells broad.' They crave an act against such as do not 'keep the old roodes useit and wont,' and 'to ordaine such ane breadth to them as reasson wold require to passe and repasse.'— 'Ordaines ane rodde of three quarter broad under the paine of 4 s. Scots to be payed be each contraveiner *toties quoties* to be applyed to pious uses, and ordaines to make ditches on both sydes of the rodd att both ends therof schowing the breadth of the gate, that non pretend ignorance; and to intimatt att kirk and croce.'

Act against  
the inhabitants  
of Newton,  
Eildon, and  
Newstead.

Wallace v.  
Boustoune.

William Wallace, merchant in Melrose, sues James Boustoune in Gattonside and Margaret Hendersone his spouse for 18 l. for a boll of oatmeal bought from the complainer last Whitsunday, to be paid at Lammas ; and 3 l. Scots as the balance of the price of some bear, 1638 [*sic*]. Decerns for the whole ; 20 s. expenses.

Halliwoole v.  
Halliwoole.

Robert Halliwooll, portioner of Darnick, sues Robert Halliwoole, weaver in Gattounsides, for 20 l. Scots borrowed three years ago last Martinmas, and a year's interest. Decerns as confessed, defender absent ; principal, 20 l. ; interest, 24 s. ; expenses, 20 s.

Wallace v.  
Law.

William Wallace in Melrose sues Thomas Law and Margaret Boustoune there for 5 l. 12 s. for three pecks of oatmeal and two cupfuls ; more lent a pair of 'cairdes,' a pound of candle, and 'ane muskeen of oylie.' Decerns as confessed, defender absent ; 6 s. 8 d. of expenses.

#### Melrose, 12th January 1661, Gideon Jackson

Somerville v.  
sundry.

The bailie ordains all persons liable in payment of the schoolmaster's fee to pay the same to him conform to the 'stent rowe' produced, for what is justly owing for 1660.

Freir v.  
Halliwoole.

Complaint by George Freir, brother german of Robert Freir, flesher in Gallascheills, against Robert Halliwoole in Gattounsides 'callit residenter att Newcastle,' from whom two years past at Martinmas the pursuer bought two bolls of oats 'and ane smalle fow in to them' and paid 4 l. Scots the boll, and to have immediate delivery, but he got only 'three mickle fowes' thereof and cannot get the rest or the price thereof. Defender absent, pursuer depones there is yet resting six firlots of oats. Decerns to deliver the oats, or 6 l.

Brounleyes v.  
Caldeleuch.

James Brounleyes, servitor to Joseph Harte of Chappell, sues Thomas Caldeleuch in Blainslie for 10 l. Scots with a

firlot of bear 'and that for sheareing to him in harvest bygone a yeire, and payment promitted within eight dayes efter the service.' Defender absent, pursuer deponed 'the fie and bounteth all awand and that he served the whole tyme without absenting himself.' Decerns, modifyng 33 s. 4 d. for the bear ; expenses, 16 s. 8 d.

Complaint by Janet Heastie in Newtoun against James Bryden, portioner of Lessudden, and Janet Kyle his wife, who bought from him about 14 years ago a boll of sufficient bear, Lessudden measure, and received it at Whitsunday 1644, to be paid at Martinmas thereafter, but it is still unpaid. Also she sues John Unes, portioner there, for 15 l. 10 s. Scots for service wrought to him two years since, and half a boll of bear of bounty and an ell of linen and 'twa paire of schanks.' John Thomsone depones 'he hard James Bryden confesse *ut supra*.' Decerns for 20 l. [*sic*] and 24 s. of expenses. David Unes, Lessudden, depones 'that within this moneth he being in companie with the defender John Unes hard him say that they [*sic*] wer dew to the persewer sex pund iiij s. vj d.' Decerns ; 6 s. 8 d. expenses.

Decrét,  
Hastie v.  
sundry.

George Aird, herd in Bowdoun, sues Nicol Gibsone in Melrose for 34 s. Scots as balance of price of five 'wethers' bought from pursuer about Martinmas 1659. Held as confessed, defender absent.

Aird v. Gibson.

John, Earl of Haddington, sues James Meine, son of deceased John Meine, portioner of Newsteid, as one of the executors of the defunct and in name of the rest, for 30 l. Scots due by the defunct for 5 bolls of Annay ferme bear, crop 1639, with 5 capons at 9 s. apiece, unpaid at his death in 1659.—12th January 1661, decerns as confessed.

Earl of Had-  
dington v.  
Mein.

Complaint by Mr. James Strong, schoolmaster at Melrose, against George Blackie in Melrose, who refuses to make forthcoming 6 l. arreisted in his hands upon decreets

Strong v.  
Blackie.



obtained on 17 January 1657 and 31 July 1658 and 25 June 1659 against William Tait in Lawdhopemure and others for 3 l. 12 s. 'Decerns *ut supra*' ; 6 s. 8 d. expenses.

'The heid courte of Melrose halden 25th of May 1661.'

Mein *v.*  
Hounam.

Robert Meine, elder, and John Meine his son in Newsteid, sues John Hounam, elder, in Bridgend, for 8 l. Scots for bear bought from them on 6th May 1660 ; and 5 merks for pease bought on 12th February 1660. Decerns, defender absent.

Wright *v.*  
Merser.

William Wright, servitor to the Laird of Faldounside, sues Andrew Merser 'Poole' in Darnicke for 11 l. 4 s. Scots for bear bought from pursuer long ago, promised to be paid last Whitsunday. Held as confessed, defender absent ; 20 s. expenses.

Scott *v.*  
sundry.

John Scott, weaver in Gattounsaid, sues Robert Orms-tounne there for 4 l. Scots, being for a firlot of oatmeal at 50 s. and 30 s. for cloth weaving. Held as confessed, absent ; expenses, 8 s. Also he complains against John Maben and Thomas Boustounne there who unjustly intrude in possession of 'half ane rige and ane butt of land' wadset by William Wricht to the pursuer, 'and hes teild and mucked the samyn and thinkes to saw the samyn.' The bailie ordains John Scott to sow and possess the ground conform to his right, and the defenders to desist, and cease to trouble him.

Law *v.*  
Wallace.

Thomas Law and Margaret Boustounne his spouse sue William Wallace, weaver in Melrose, heir and exècutor to his father John Wallace, for 2 l. 13 s. due by defunct to said Margaret and 14 s. 8 d. to said Thomas ; also 12 s. Scots due by defender to her and 19 s. to said Thomas, for cloth working, and 6 cupfuls of bounty, 'wrocht to him two yeirs since.' Decerns, modifying 2 s. for the cupful. Total, 5 l. 10 s. 8 d.

Melrose, 8th June 1661, Gideon Jackson

Andrew Fischer, fiar of Old Melrose, sues Thomas Law, Fisher v. Law.  
weaver in Melrose, for 12 l. Scots for certain 'fatt scheipe'  
bought from pursuer about February or March last. Decerns on defender's confession.

Decerns Thomas Caldcleugh in Blainslie to pay to William Stirling, Stirling v. Caldcleugh.  
herd there, 26 s. as balance of his herd fee, and six meikle fulls of oats for his 'herd bolle.' Modifies for the oats 8 l. Held as confessed.

Melrose, 15th June 1661, Gideon Jackson

Andrew Plumber, factor and chamberlain to William, Plumber v. Donaldson.  
Earl of Roxburgh, sues Mungo Donaldsone in Melrose for 36 l. Scots for three bolls of bear bought from the pursuer, to be paid at Candlemas. Decerns as confessed; 24 s. expenses.

Alison Pringill, widow of John Pringill of Cortillferrie, Pringle v. Hoy.  
sues Alexander Hoy in Colmslie for 6 l. for rent of a house there set by her husband to him from Whitsunday 1659 to Whitsunday 1660; and 4 l. for 'ane kyne and stirks grasse.' Alexander Hoy present and Thomas Feirgrive present in name of the pursuer, both referred absolutely to the bailie, who ordains defender to pay 10 merks in compensation of the whole claim.

Thomas Boustoune in Gattounsaid sues John Maben in Boustoun v. Maben.  
Coblehouse and Margaret Ranckin his spouse for 9 l. 6 s. as balance of price of malt bought from him in February last. Held as confessed; 13 s. 4 d. expenses.

Andrew Riddell of Newhous sues Margaret Darling, Riddell v. Darling.  
widow in Appelltrileives, for 60 l. Scots as the agreed-on price of 5 bolls of bear bought from him in May 1660, to be paid at Michaelmas. Held as confessed, defender absent; 4 l. of expenses.

Wallace v.  
Wallace.

William Wallace in Melrose sues William Wallace, weaver there, for 13 l. 12 s. Scots as balance of price of a boll of oatmeal bought at Whitsunday 1660. Held as confessed.

Thomson v.  
Darling, etc.

David Thomsone in Langhauch sues Adam Darleing in Westhouses and James Leithin in Gattounsides for 40 s. and 50 s. Scots respectively for drink and other necessities 'taken on' by the defenders from him three years ago. 'Halds Darleing as confest'; expenses 6 s. 8 d.

Freir v.  
Wright.

Robert Freir, portioner of Gattounsides, sues Richard Wright, smith there, for 47 s. Scots for ploughing and other work wrought by pursuer and his servants to him in bear seed time 1660; and in May 1660 the defender set to the pursuer for his lifetime a piece of grass in the Hyndes meadow, and renewed his promise in February or March of this year in presence of William Wricht and Thomas Willsons, 'and promitted to take quhatever the complainer wold give him therfor,' yet he has anew set the same to Andrew Mar, 'who hes impeded and stopped the complainer in the possessione therof.' Ordaines Robert Freir to keep possession and Andrew Mar to desist, 'because of the defenders oath.' [*Nothing about the debt.*]

Dalgleis v.  
Blackie.

Walter Dalgleis in Hallidane sues George Blackie in Melrose for 23 l. 10 s. for 'ane fatt kow' bought from complainer before Yule last. Pursuer deponed all is owing except 6 s. Expenses, 26 s.

Hay. v.  
Forsane.

Helen Hay, wife of James Lythgow in Drygrainges, sues Robert Forsan, miller of Newsteid Mill, for 36 l. Scots found due at accounting in Pasch last.—William Forsane depones 'that Robert Forsan acknowledged he sould have given Hellen Hay 20 lib. for his being miller att Newsteid mylne dureing that take and that he promitted to pay it att four termes, 5 lib. every yeire, the first terme att Whitsunday 1660, and that he promitted to pay 8 lib. for bygone cloath bleaching and for bygone [*? might be kairfulis*]

or loads.—Jamieson's *Dictionary*] iiij lib.' Thomas Bowie depones as above, 'and that the 12 lib. suld have been payed att Witsonday last 1660.' Decerns as in the depositions; 4 merks of expenses.

Thomas Law, portioner of Melrose, sues John Maben in Coblehouis for 7 l. 16 s. 8 d. Scots as balance of price of certain sheep bought by complainer from Andrew Fischer and sold to defender 'att his dochters brydell.' Fisher has decreet against complainer, but Maben refuses payment. Held as confessed; expenses 13 s. 4 d. Law v. Maben.

Complaint by Bessie Rowmanhouis in Blainslie, and James Sownhouis, her spouse, for his interest, against James Donaldsone, portioner there, as follows:—Some years ago she granted to the defender a procuratory empowering him to uplift all debts and goods owing to her and particularly 100 merks bequeathed to her by the deceased Marion Rowmainhouis, her sister, wife of the deceased James Greive in Blainslie, and he was to account for his intromissions. This sum she is informed he either has or is to uplift from Margaret Davidsons, 'last relict' of the said James Greive, and John Darleing, now her spouse; but he will make no account for this or any other sum uplifted already by him. He ought also to produce the procuratory. The defender compearing denies receiving or having possession of the procuratory, and the pursuer ought to produce it. The judge ordains the pursuers to instruct their right to the sum acclaimed by production of the testament of Marion Rowmainhouis, and to prove that the procuratory was delivered to the defender, as he denies receipt thereof.—The defender compearing produced a discharge by the pursuers dated 3d July 1660. Absolves. Andrew Phaup, pursuer's procurator, protested that the defender's denial of the procuratory may not prejudice the pursuers in time coming. Admitted. Donaldson v. Rowmainhouis.

Complaint by George Adamsone in Longnewtoun, Agnes Rutherford his spouse and James Adamsone his Adamsone v. Riddell.



son, as follows :—Patrick and Andrew Riddell, portioners of Lessudden, by Bond dated at Melrose, 11th November 1658 granted borrowing from the complainers the sum of 600 merks, to be repaid to the said George and his spouse, whom failing, to their said son and his heirs, by Martinmas 1659, with 40 l. of penalty and the due annualrent ; and obliged themselves in security thereof to infeft them in an annualrent upliftable from half a husbandland ‘and of these thair thrie quarters of land in Lessudden with the teynd scheawes thair of includit’ with the pertinents, lying in the town and territory of Lessudden, with 4 l. of expenses for failing to pay the annualrent in due time, and if two terms run into the third unpaid, to infeft them in the property of the said ‘half husband land, teind scheawes thair of includit,’ until redemption thereof ; with warrandice from all public burdens, maintenance, feu duties, services, and legal execution, except in the case of the complainers actually possessing. Moreover, neither of them being infeft as heirs to the deceased William Riddell their father, or the deceased David and Patrick Riddell, their goodsir and grandsir, they obliged themselves to obtain infeftment before 1st August 1659 at the hands of John Earl of Haddington, superior, which failing, the said complainers were to obtain heritable infeftment from the superior and the defenders to renounce all right and interest in the lands. On 18th February 1660 the said George Adamsone in presence of Mr. Andrew Hallibur-toune, notary, Thomas Unes, portioner of Lessudden, James Archibald there, David Kyle, smith there, and John Maben in Maxtoun, produced the said obligation, and because the said Patrick and Andrew Riddell had failed in the premises by not procuring themselves infeft, therefore protested that it was now lawful to him to procure infeftment in the hands of the superior and that the Riddells had by nonentry forfeited their right and interest in the property, and thereupon took instruments. They therefore crave it to be so decerned. Pursuers compearing by John Bunzie in Newsteid their procurator, and producing the said obligation and instrument of protest, and the sasine fol-

lowing on the bond, dated 9th May last, and the defenders not compearing, the judge decerns Patrick and Andrew Riddell to have lost the right of reversion by their non-entry and ordains George Adamson and his spouse and son to enter thereto and hold of the superior, and enjoy heritable possession.

Melrose, 22d June 1661, Gideon Jackson

Andrew Marr, portioner of Gattounsaid, sues Richard Wright in Gattounsaid for 14 s. Scots for a firlo of oats bought from the complainer in oat seed time last, and 30 s. for tilling a rig of land to him twice over 'and promitted to the persewer ane peice of grasse by and attour,' for which he ought to pay 16 s. Decerns on defender's confession, reserving execution 'for the aits price modifies 8 s. for the grasse lousseing.' 10 s. of expenses. Marr v.  
Wright.

James Doddiss of Murecleuch sues Robert Reies, elder and younger in Threipwood, for 10 dollars at 58 s. apiece as the agreed-on price of ten ewes and lambs bought from the complainer two years past last Whitsunday, to be paid at Martinmas. Denies liability for more than half of the bargain, and refers to pursuer's oath, who deponed Robert Reis, elder, is full debtor. Decerns for the whole, 'deducand ix lib. 10 s. for                      and ten shilling for protestatioune.' Principal, 19 l. ; expenses, 30 s. Doddiss v.  
Reies.

John Moffit in Threipwood sues George Mitchell in Darnicke for 4 l. Scots for peats bought from the pursuer two years ago. Referred to pursuer, who deponed he bought the peats 'and receaved part and suffered the rest to rotte.' Decerns. Moffat v.  
Mitchell.

William Kennedie, merchant in Dernick, sues John Andersone, portioner of Reidpeth, who gave him his ticket at Reidpeth, 29 December 1659, for 15 l. Scots, payable on 15th January 1660. Decerns conform to the ticket; 24 s. expenses. Kennedy v.  
Anderson.

Thin v.  
Merser.

John Thin, portioner of Blainslie, sues John Merser in Bridgend for 30 s. for peats bought from the pursuer's father six years ago, and payment promised, in presence of Andrew Phaupe, to be at Martinmas last. Decerns.

Burne v.  
Pringle.

Complaint by James Burne, weaver in Melrose, against George Pringill of Buckholme and Pringle his wife, as follows :—Six or seven years ago they were owing to the complainer 8 l. Scots for cloth weaving, and the complainer being then addebted to Patrick Fogoe, in Fannes, in the like sum for half a boll of oatmeal, Pringle promised to pay Fogo in the complainer's name ; ' notwithstanding of which promise the said George Pringill and uthers his factors and servands in his name caused me to make payment therof to the said Patrick Fogoe beffor they wold suffer or permit the complinar to remove out off Buckholme, he being then duelling ther, which the said Patrick Fogoe confessed and declaired upon the 29 of December 1660 last bypast ' as instruments taken in Andrew Phaup's hands attest ; and payment is deferred. Decerns on pursuer's oath, defender absent.

Melrose, 29th June 1661, Gideon Jackson

Trotter v.  
Boustoune.

John Trotter of Eisterhousbyre sues William Bowstoune in Gattounsaid for 55 s. Scots as balance of price of oats bought last Martinmas. Held as confessed.

Halliwooll v.  
Wallace.

Complaint by William Wallace, merchant in Melrose, against John Halliwooll, weaver in Gattounsaid, as follows : —On 29th December last he obtained decreet against James Boustoune and Margaret Hendersone for 21 l. 16 s. Scots with 20 s. of expenses, whereupon Alexander Uschar, officer, arrested in the hands of said John Halliwoole 40 ells of linen cloth round and small, pertaining to the said James Bowstoun, which he refuses to make forthcoming. Defender denies the claim ; referred to his oath, who depones ' that the cloath wes conditioned to him beffor the arreistment wes laid one.' Absolves.

Janet Lorremor in Nether Langshaw sues George Alexander for 4 l. Scots payable by him at direction of Mr. Archibald Murray, and of which 12 s. is paid. Also his deceased father owed her husband 32 s. Scots. Defender denies the claim, 'and granted to give twa schilling for some worke of her husbands.' Referred to defender's oath, who refers back. Decerns on pursuer's oath, deducting 12 s. Lorimore v. Alexander.

Complaint by George Alexander in Easter Langlie against John Dawsons in Craixfuird 'that quheras att Mertymes last ane hogge of the persewers raikcing to the grund of Craikfuird and his herd havcing socht the samyn and found it there, the said John refuses to delyver the same' unless compelled. Defender 'granted the hogge.' Decerns to deliver it back. Alexander v. Dawson.

Melrose, 6th July 1661, Gidcon Jackson

Patrick Hatlie, miller at Langshaw mill, complains against the following for abstracting their multures, crop 1660 :—John Darleing in Blainslie, 12 bolls of victual, oats and 'umel' corn, whercof the multure, etc., is 24 pecks. Hatlie v. sundry.

James Sounhous, 6 bolls ; depones 'he hes not abstracted above a bolle of victuall.' Decerns.

John Sounhous, depones he abstracted 2 bolls of oats and a boll of bear ; decerns.

John Stirling, 6 bolls ; absent, held as confessed.

John Thin, 6 bolls ; absent, held as confessed.

Agnes Hardie, 4 bolls ; 'deponed seche grand non by the mylne' ; absolves.

Robert Davidsons, 8 bolls ; absent, held as confessed.

William Stirling, 2 bolls ; absent, held as confessed.

'Continues the rest.'

The bailie interpones his authority to a decret pronounced by Patrick Don, sheriff depute of Roxburgh, at the instance of George Bell, portioner of Reidpeth, against John Fratter in Langhauch, dated 16 June 1654, for 40 merks Bell v. Fratter.



as the rent and duty of certain lands of Langhauch possessed by him pertaining to the pursuer, for crops 1644, 1645, 1646, 1647, and 33 s. 4 d. of expenses of plea. Decerns on production of the precept raised thereupon. Also interpones decret to another decret by Charles Hauard of Navand, Esq., and Andrew Ker of Chato, Commissaries principal, at instance of same against same for 54 l. 13 s. 4 d. and 3 l. of expenses of plea, dated 16 December 1653. Decerns on production of the precept raised upon the decret.

Melrose, 27 July 1661, Gideon Jackson

Moffit v.  
Aitchesone.

Complaint by Thomas Moffit in Allenschawis against Andrew Aitchesone, herd there, who about eight days before last Midsummer sold and delivered to the pursuer 16 lambs at 14 [*sic*] the piece, *inde* 11 l. 14 s., 'wher the said complinar promitted him payment of three dollors therof in hand and I then delyverit to him tua therof and sould have delyverit him the rest 22 July 1661,' and he has since offered the balance to him, but he refuses and intends to take back the hogs and frustrate the complainer of his bargain, 'notwithstanding the said lambes then delyverit to the complinar and markit with his keile and marke.'—'Ordaines to delyver the money and delyver the lambes' [*sic*].

Penman v.  
Waugh.

John Penman in Melrose sues James Wauch there for 4 l. 12 s. borrowed from the complainer at Newcastle two years ago at Lentrone. Defender absent, held as confessed; 10 s. 8 d. expenses.

Rodger v.  
Cairncross.

James Rodger, merchant in Edinburgh, sues George Cairncroce in Gattounsaid for 15 l. Scots partly for meat and drink and partly borrowed money. 'Defender present grantit 12 lib. Halden *pro confesso* for the rest; ex. 15 s. exp. 30 s.' [*sic*].

Fleabairne v.  
Dawson.

Thomas Fleabairne in Ersiltoune complains that John Dawsons in Craiksfuird in bear seed time last intromitted

with 'ane fitt solme and ane pleugh brydle, by the quhich he laid the complinars pleuch four or fyve dayes,' and will not deliver them up. Decerns to deliver back the goods, 'and fynes in fyve pundis for poynding att his own hands.'

Complaint by Mr. James Strong, late schoolmaster at Melrose, against Alexander Hoy in Colmsliehill, as follows : —He obtained decreets against Thomas Feirgreive sometime in Colmslie, now in Maggiltpotts, for 10 merks 'for himself and as elder of the kirke over these for quhom he is decerned to bring in and pay the samyn,' and Hoy being addebted to Fairgreive in the like for house rent and cow's grass, the same was arrested in his hands on 7th June last, but he refuses to make it forthcoming. Pursuer comparing by Andrew Phaupe his procurator, produced the decreets and executions ; Hoy confessed the debt. Decerned to consign the money in the clerk's hands to be forthcoming to the party having best right. Consigned, and took instruments and received the clerk's receipt, to be delivered back on his granting a sufficient discharge with warrandice. Extracted.

Strong v. Hoy  
and Fair-  
greive.

Patrick Scott of Langshaw, titular of the parsonage and vicarage teinds of the town and lands of Blainslie, sues James Sownhouse in Blainslie for 25 l. 16 s. 9 d. and John Wallace for the same, crop 1660. Decerns conform to the libel.

Scott v. Soun-  
house and  
Wallace.

Melrose, 3d August 1661, Gideon Jackson

William Muddie, son of the deceased James Muddie, portioner of Darnick, sues Helen Hay, goodwife of Dry-grainge, for 40 s. as balance of half a year's fee wrought by him to her four years ago ; and 10 l. for another half year's service in the summer thereafter. Absolves defender upon oath, and decerns pursuer to pay to her 2 s. sterling 'restand to him to hir conforme to the accompt.'

Hay v.  
Muddie.

Helen Greive, wife of deceased Hew Brotherstanes in Blainslie, sues John Stirling, son of William Stirling there,

Stirling v.  
Greive.

who owed her husband 8 l. Scots as the balance of the price of a nag bought by defender's father from her husband at Midsummer 1651 to be paid at Lammas thereafter; and 28 s. 'of the remaine of land tealing that yeire.' His father made no payment, but the defender promised it at Whitsunday last and delivered to her two fulls of oats in part payment 'and thereafter took the samyn back againe.' Defender depones he made no such promise. Absolves on his oath.

Wallace v.  
Caldcleugh.

Complaint by Mr. William Wallace 'Helcingtoun,' as follows:—By Contract dated at Edinburgh 23d February 1654 between him and Thomas Caldcleuch then in Braidwoodscheill, now in Blainslie, he set in tack to Caldcleuch for five years 'these three husband landis in Nether towne of Blainslie then occupiet and possest be Issobell Gray, relict of umquhill John Sownhous, portioner of Blainslie,' with houses, yards, orchards, teinds, 'owtfeild and corne grund, mose, mure, meadowis' etc. for payment of 8 bolls of bear and 8 bolls of oatmeal 'of the old mett and measour uset and wont' yearly for the first three years, and for the last two years  $8\frac{1}{2}$  bolls of each yearly, payable between Yule and Candlemas, beginning at Yule 1655. Caldcleuch was to relieve the granter of the teinds, feu-duties, carriages and kain fowls, and Wallace was to allow to him all monthly maintenance, quarterings, outrigging of horse or foot, or other public burdens, 'as uthers heritors of the towne of Blainslie does to their tennents.' Caldcleuch also undertook 'to put up the haill houssis now standing ruinous in the saids landis and buy timber therto and big stone and timber worke and theike the saids houses on his own charges, and the said Mr. William sall allow the said Thomas Caldcleuch in the forend of his first termes maile and dutie the price of the timber that sall happen to be furnished be him in the repairing of the saids houssis att the sight of James Lidderdaine and John Hardie induallers in Blainslie quhom be thir presents the saids parties nominat and appoynts to visit the saids houssis both att his said entrie and efter the said Thomas hes repaired and

put up the samyn'; and he was at removing to leave the said buildings as sufficient as at the second visitation, and to 'tymouslie labour and manure the saids lands and use the samyn as uther neighbours does.' The party contravening was to pay 20 l. Scots of penalty, besides fulfilment of the conditions. This contract was registered in the regality books on 13th March 1659. Caldeleuch still owes to the complainer 51 bolls of victual, half oatmeal, half bear, Roxburgh measure (five meikle fulls to each boll), for three years' duty, 'to wit, the just third therof for ane yeires ferme of the saidis landis payable betuixt Whitsonday 1657 and Whitsonday 1658 being the fourth yeares ferme contained in the said tacke, and for the last yeire therof he subsett the samen to tennents quho hes or at least is to give satisfacione and payment therof, the lyke third betuixt Whitsonday 1659 and Whitsonday 1660, and the uther juste third therof betuixt Whitsonday 1660 and Whitsonday last bypast 1661 yeires instant, and as for the saids tua last yeires since the expyreing of the said tacke he did possesse the saidis landis without onie new conditione, quhich he cannot deny,' and he ought to pay the victual or 14 l. per boll meal and 8 l. per boll bear, and relieve the complainer of teind, etc., as agreed, but he refuses. The debt is 561 l. Pursuer compearing by Andrew Phaup, notary in Melrose, produced the precept and a missive by Wallace for the said tack duty, and the defender failing to compear, though often summoned by Alexander Uschar, officer, the judge ordains Caldeleugh to pay to the pursuer 14 l. Scots for each boll of meal and 8 l. for each boll of bear conform to the libel, and to relieve him of teind duty, etc., as claimed.

John Rodger, portioner of Reidpeth, sues Thomas Fleabairn in Ersiltoun and Margaret Scheill his spouse for 60 l. Scots as the agreed-on price of six bolls of malt bought from the complainer at Martinmas 1659; and the complainer being debtor to John Allen in Corsbie in 60 l. he sent Archibald Allen in Lidgertwood with his precept to ask the said Margaret Sheill to deliver 10 l. of their debt to him in

Rodger v.  
Fleabairn.



name of the said John Allen, which she delivered to Archibald, but retained no precept for her warrant and his discharge; and Archibald having retained the money in his own hand, John Allen has poynded the pursuer for the said 10 l.; and the defenders ought to pay the sum to the complainer and seek their relief from the said Archibald. Held as confessed, absent.

Melrose, 13th August 1661, Gideon Jackson

Penman v.  
Wallace.

Andrew Penman in Melrose sues Alexander Wallace in Lairdlandis 'quho is justlie resting to the complinar ane ew hogg of the cropt 1660 promitted be him to the complinar for his sones bounteth for service wrought in summer 1660 and promited to deliver the same yew lambe pryce therof 48 s.' Ordains to deliver the lamb, or 24 s. for the price.

Wright v.  
Boustoun.

Robert Wricht, smith in Longschaw, sues Thomas Boustoun called Duikdube in Gattounsides for 14 l. promised a year past at Martinmas last, and interest for a year and a half. Decerns for the principal, absolves from the annualrent; expenses, 20 s.

Watson v.  
Turner.

Charles Watsons, maltman in Lauder, sues James Turner in Nether Langschaw for 3 l. 1 s. Scots as balance of price of 11 firlots of bear bought at Whitsunday 1660; also a ewe lamb, worth 20 s., of profit and increase. The bailie modifies 4 l. in compensation of the whole claim; expenses, 13 s. 4 d.

Usher v.  
Simpson.

James Uschar in Darnick sues James Sympson there for 14 l. 14 s. Scots for 2 bolls of sufficient seed oats bought from complainer before last Easter. Decerns as confessed.

Usher v.  
Bradie.

Helen Uschar in Darnick sues Robert Bradie in Eildoune for 7 l. 6 s. Scots as balance of a greater sum. Decerns as confessed.

Wallace v.  
Ellis.

William Wallace, weaver, portioner of Melrose, sues Thomas Eilleis, wright in Dainyeltoune, for 9 l. Scots

'partlie promitted be him for his sone Thomas and partlie for uther necessars,' payable last Yule. Decerns as confessed.

Complaint by John Maxweell, portioner of Melrose, against John Coat, portioner of Lessudden, who about a month ago in presence of David Unes, officer in Lessudden, and Andrew Gastoune, set to the pursuer a little house and piece yard in Lessudden till Whitsunday 1662 for 3 l. Scots and 'ane kaine hen,' but he refuses to give possession, though the complainer has three or four times gone from Melrose to him for that effect, whereby he is damified 'and disapoynted of provyding his elding in tyme and his travell' in 10 merks. Defender confessed 'he sett the house with his brothers consent and the uther tooke it with his wyfes consent,' and referred to pursuer's oath, who refused to swear. Absolves.

Mr. James Strang, late schoolmaster at Melrose, obtained decreets on 17 October 1657 and 31 July 1658 against John Pringill of Williamlaw for five merks yearly, extending to 10 merks, for fees due to him, and on 1st August instant by virtue thereof caused arrest in the hands of Thomas, Robert and William Laidlaw in Williamlaw the said sums, which they refuse to pay. Decerns, suspending execution till Martinmas.

The procurator-fiscal complains that Patrick Blackie in Wolplaw and James Smith in Mosshouses have 'often and severall tymes heirtofore in forbidden tymes sett girnes upon severall moore hens and uther wyld foules nestes, quherby there hes been made by them great innocent slaughter and criminale danger committed by them in respect of former acts of court.' Passed from this, and ordains them to desist in time coming.

Complaint by Thomas Hay, herd in Colmslie, against John Cochran in Over Langschaw and Thomas Turner in Mosshouses, who detain from him two hogs which wandered from him, 'and hes keild them of their awin merks,' and

refuse to deliver them, though the pursuer apprehended them in their possession. Thomas Blackie depones John Cochran 'tooke three hoges from the Housebyre scheipe and said they were the Longschaw hogges, he being herd in Moshouses, and knowes not quho owes them.' James Blackie depones *ut altro* [*sic*] and that John Cochran merkit them and Thomas Turnor took them fra John Cochran and keep them.'—'Decerns in absolvitor becaus not provin.'

Frater *v.*  
sundry.

Complaint by John Fratter, younger, portioner of Langhauch, as follows:—Margaret Darleing, widow of Robert Darleing, portioner of Appeltreeleives, was addebted to Jean Patersone, widow of William Speiding, smith in Gallascheills, 9 l. 16s. 8 d. Scots, which Jean Paterson by letters dated at Selkirk, 29th September 1660, assigned to the complainer; and to Marion Frater, wife of John Cruiks in Gallascheills, 8 l. 10 s. as the price of a boll of oats, which sum Frater assigned by letters dated at Gala-shiels, 19 June 1660, to the complainer; to Christian Ker in Netherbarnes, 3 l. 11 s. 8 d. for half a year's fee for service in summer 1659, and verbally assigned to the pursuer; to Isobel Frater, 3 l. 9 s. 2 d. for merchant wares, verbally assigned to the complainer. By virtue of these assignations he sues Margaret Darleing for payment. She denies the libel as conceived, and desires inspection of the assignations, and that the cedents may come and approve their assignations. She grants 3 l. 10 s. of Christian Ker's, 3 l. of Isobel Fratter's, 4 l. 14 s. of John Cruik's, and refers the rest to John Cruiks' wife. William Speiding's testament is produced, bearing the debt libelled; decerns for 11 l. Produced a missive from Andrew Darling, portioner of Appilltreeleaves, declaring that when Philip Darleing and Margaret Darleing gave in account of funeral expenses for Andrew Darling 'hir umquhill father,' the said Margaret gave up Isobel Fratter for 3 l. 11 s. for meal and other necessaries 'quhilk the said Margaret had desired her to lay owt.' The judge admits of this testimony and decerns conform.

Melrose, 20th August 1661, Gideon Jackson

Complaint by John Hall, portioner of Threipwood, James Moffit, portioner there, William Moffit, portioner there, for themselves and the other possessors, against John Moffit, son of Archibald Moffit, portioner there, 'quho contrair to the comon state of the towne annent prohibiting of keeping of oversowmes hes kepted and pastured therupon four sowmes of bestiall, viz. ane sowme of scheipe, ane ox, ane horse, pryce of each sowme fyve merks, by and attour the penaltie of ten pundis annent keeping of oversowmes' conform to several acts of court, half to be paid to the bailie and half to the town. James Aitchesone depones 'he knowes 8 lamb pastured wase oversowmes, and that he had more pastured ane meire and three nolt bot knowes not quhider they were oversowmes.' John Pringill there depones the defender had eight lambs, a horse and an ox 'in oversowme' this crop 1661, 'and hes the lambs and ox pasturing therupon yet, and that the horse wase sold att St. Laurence daye.' James Stoddert depones as above. Decerns in 3 l. for the sheep, 20 s. for the nolt, and 30 s. for the horse, 'and ordaines to keep no oversowmes in tyme cuming under the paine of ten pundis.'

Complaint by James Eilleis, son and heir of deceased Alexander Eilleis, maltman, portioner of Melrose, against Margaret Henderson, widow in Gattounsides, now spouse to James Bowstoune, portioner there, who by her Bond, dated 8th August 1649, granted borrowing from his said father 100 merks, to be repaid with a year's interest by Lammas 1650, and 10 merks of penalty if she failed therein. There is now due 12 years' interest, at 4 l. yearly, extending to 48 l., which with principal and expenses amounts to 121 l. 6 s. 4 d. Decerns conform to libel, and Bond produced; annualrent owing only since Martinmas 1656.

William Davidson, servitor to Mr. William Duguid, portioner of Appeltreecleives, sues William Cairnerose of Allenschawis for 68 l. 4 s. 8 d. Scots for fees for service a



long time past, and 20 l. as the price of an ox bought from pursuer long ago. In defences Cairncross alleges that the claim is frivolous and irrelevant not condescending upon time or place, and 'being without three yeires' cannot be sustained. The pursuer offers to prove service rendered 11 or 12 years ago, and defender ought to prove payment, and at Martinmas last he offered pursuer 2 bolls of oats in part payment; and as to the ox, not only was it bought by defender for 20 l. but he borrowed 10 l. in addition, and sold the ox to George Turnor in Langshaw and lent him the 10 l., and received payment of both again. Repels defences in respect of the answers, and admits to pursuer's probation, who refers to defender's oath. Absolves on defender's oath from the whole pursuit.

Fisher v.  
Westhouses.

Complaint by John Fischar of Wester Housbyre against John Leirmount and William Darleing in Westhouses, who about a month ago were both apprehended 'carieing away upon their backes the complinars turves from the grund of Housbyre,' and they ought to pay 10 l. of penalty conform to the act of court passed at the pursuer's instance against all the inhabitants of Westhouses, Langlie, and other places about, 'for stoppeing and preventing off them to bring hether, turves and uthers fewall therfrom,' and they ought to be further punished. Held as confessed, 'and ordaines to renew the acte.'

Frater v. Bell.

Complaint by George Bell, portioner of Reidpeth, against John Fratter in Langhauch, as follows:—John Wilsone, elder, maltman in Galashiels granted Bond on 19 August 1657 to deceased Robert Darling in Admistoune for 50 l., and the said John Fratter became cautioner for re-payment by Whitsunday 1658, with interest and 5 l. of penalty. Margaret Darling, widow of said Robert, and executrix to him and overseer to Robert and Philip Darling, their children, assigned the said bond on 5th June 1661 to the complainer. No payment was made before the decease of the said Robert in February 1658, and the cautioner still refuses. The judge finds by the testament produced

that the said Margaret Darling ‘in Appeltreeleives’ cannot dispoone or assign any sums contained therein in prejudice of John, Marion, Philip, and Robert, children and only executors to the said deceased Robert, and being only overseer to them required their consent and that of their tutors and curators; so decerns the said assignation to make no faith in judgment or without in time coming, and absolves the defender, reserving the right of the executors to sue for the same hereafter. Received up by Andrew Phaup, pursuer’s procurator, the Bond, Assignation, and Testament.

Complaint by William Wallace, weaver in Melrose, Law v. Wallace. against Thomas Law, weaver there, who six or seven years ago ‘hyred the complinar to goe to with him and then promitted to give him ane schilling starling for every day he aboad with him, and trew it is he aboad with him the space of ten dayes helping him to mount ane covering loome’; but there is no payment. Absolves defender upon his oath.

William Edgar, procurator fiscal, pursues William Browne and Adam Turnbull in Newsteid ‘wha and aither of them upon the day of August instant haveing shaken of all feare of God and respect to his Majesties lawes did stryke and bate one another, quherby they and aither of them have committed ane oppen brald or ryot,’ and ought to be fined. ‘Adam Trumble absent, William Broun present, deponed he nawayes trubled Adam Trumble. Absolvitor.’ Brown and Turnbull v. procurator fiscal.

Complaint by Andrew Cairncrose, now of Wester Longlie, Cairncross v. Gibson. against Michael Gibsoun, tenant to Andrew Tunno, notary in Melrose, now at Hawick, who fails to make forthcoming, in respect of Bond by Tunno dated at Longschaw, 21 March 1659, to complainer (therein designated of Colmslie) for 19 l. 8 s. Scots, for which complainer obtained decret on 1st July last and thereupon caused Andrew Phaup, officer. arreist in Gibson’s hands 26 l. Scots due by him to Tunno

for rent of his house and lands in Melrose, for Martinmas and Whitsunday 1660, and teind and third ferme and maill, crop 1661. Decerns against the tenant 'for the fermes, mailles and 3d of the cropt 1661' upon defender's confession ; expenses, 24 s.

Wallace v.  
Fisher.

William Wallace, merchant in Melrose, sues William Fischair, fiar of Housbyre, for 81 l. 4 s. 8 d. as the agreed-on price of 'certain ait meall, iron, and uther necessars for the use of his house,' bought by him and his servants since 1st February 1660. Denies the libel as conceived, as it does not condescend on particulars and parties buying and receiving. Judge repels defences and finds claim proven by the account produced, but before sentence ordains pursuer to depone whether all the sum is due and no part paid, as the account is not subscribed by the defender.—Decerns conform to the libel, account, interlocutor, and pursuer's oath, defender being cited and absent.

Mein v.  
Bunye.

James Meine in Wester Longlie, portioner of Newsteid, sues James Bunye, weaver there, for 8 l. Scots as rent of a house and yard in Newsteid from Whitsunday 1659 to Whitsunday 1660. Defender grants 7 l. 10 s. Absolves from the 10 s. as pursuer refused to depone. Paid judicially.

Melrose, 28 September 1661, Gideon Jackson

Boustoun v.  
Leithan.

Helen Boustoune, widow in Gattounsaid, sues James Leithane there for 9 l. 6 s. of the sum of 17 l. 18 s. contained in a decret at her instance 25 October 1656. Decerns conform.

Bowar v.  
Bowar.

Complaint by James Bowar in Eildoune against John Bower, Eister, portioner there, who a year past last Lammass day set to him a husband land in Eildown, with teind sheaves included, for 5 years, wherefrom the complainer has had one crop, 'and trew it is that this samyn day 8 dayes the persewar and defender made ane new conditione

for three years efter Mertymes next, and yet notwithstanding sensyne he came to the complinar and said he wold not suffer him to plowe it, and most unjustlie thinks to break his conditione and enter thairto himselff and put the persewar from the possessioun thair of.' Defender absolutely refers to pursuer's oath 'quhither or not he gave over the land to the said defender since yesterday, quho depounet upon oath that if the defender wold not suffer him to keep it with ease he wes content to give it over.' Absolves the defender, and ordains him to possess the land himself.

Melrose, 5th October 1661, Gideon Jackson

John Erskine of Scheilfeld sues William Cairncrose of Allenschawis for 2 rex dollars due to the complainer as tutor to William Cairncroce of Hilslope his nevoy, for two years' teind pease of the lands of Moxpopple, about 6 or 7 years ago. Decerns as confessed.

Erskine v.  
Cairncross.

Complaint by William and Isobel Milne, lawful children of deceased Nicol Milne, portioner of Newsteid, against Mungo Donaldsone, portioner of Melrose, and William Ker, portioner of Newtoun, his cautioner, as follows:—Donaldson gave Bond at Melrose, 25 November 1649, to their father for 200 merks, to be repaid at Martinmas 1650, and Ker became cautioner for the same, with a year's interest, and 20 merks of penalty and further annualrents after the said date; and their father on 6 September 1656 assigned the debt to them in equal proportions; but now payment is due not only of the principal, but of the penalty and 36 l. of annualrents. Decerns against the defenders, both being absent.

Milne v.  
Donaldson  
and Ker.

Complaint by George Coupar in Westhouses against John Scott in Gattounsaid, in respect that having process against him before this court for 13 l., on Thursday last at night in presence of Andrew Marr and Robert Meine, mason, payment was promised of 6 l. 10 s. on St. Mungo's

Coupar v.  
Scott.



day in compensation thereof and for the pursuer's discharging the process. Since then the defender has revoked, and so complainer seeks the whole 13 l. Andrew Marr deponed 'that it wes first submitted bot not agreeit, and thereafter they agreeit betuixt themselffs for 6 lib. 10 s. which ten shilling wes referrit to John Scot and to pay 6 lib. att Saint Mungoes day and Coupar to discharge Scott of the testament.' Robert Meine depones as above, 'and hard Cowpar once deny the testament and then granted the haveing of it.'—Pursuer depones he has not and never had or hid the testament. Decerns to grant discharge of testament on payment of 6 l. at St. Mungoes day.

Paton v.  
Adamson.

Mungo Patoune in Lessudden sues Helen Adamsone there for 8 l. Scots as balance of price of malt bought from pursuer about four years ago. Decerns as confessed.

Melrose, 19 October 1661, Gideon Jackson.

Boston v.  
Darling.

Thomas Boustoune in Gattonside sues Margaret Darleing in Appelltreeleaves for 19 l. 2 s. Scots for a boll and a peck of oat meal bought from the complainer at Fastingseven last, payable at St. Booswells day thereafter. Decerns as confessed, being absent.

Unes v.  
Hunter.

John Unes in Lessudden craves that Thomas Hunter there may make forthcomnig a boll of bear arrested in his hands as due to John Reed in Maxtoun, who is addebted to the complainer in 4 l. 13 s. 4 d. for malt received before Easter last. Pursuer depones the debt is owing, and Hunter grants his indebtedness to Reed, and is ordained to make forthcoming.

Wright v.  
Boston.

Richard Wricht in Gattounsides sues Thomas Boustoune called Dookdube there for 16 l. 10 s. Scots lent at Michaelmas 1660. Decerns as confessed, absent ; 20 s. expenses.

Boston v.  
Wright.

Thomas Bowstoune, younger, in the Wynd in Gattounsides, sues William Wricht and Isobel Boustoune there for

16 l. 16 s. 4 d. Scots for bear and malt bought from the complainer during the past twelvemonth. Defender's wife grants ; decerns, expenses 24 s.

Robert Scheill in Westhouses sues Thomas Boustoun Sheill v. Boston. called Duikdube in Gattounsides for 6 l. 17 s. partly of harvest fee, partly borrowed, partly for 'waire' [merchandise], during the past 5 or 6 years. Held as confessed ; expenses, 13 s 4 d.

Complaint by John Davidsons, portioner of Blainslie, Sheill v. Davidson. against Janet Scheill, widow of Thomas Turner in Langshaw, in respect that the deceased James Davidsons, complainer's father, as factor and chamberlain to late Lord Elibank in 1648, paid out for the said Thomas Turner 10 l. Scots 'for his proportion of the hyreing owt of anetrowper to the Ingadgment to England the tyme forsaide,' but repayment is now withheld. John Bunyie, defender's procurator, argues that there be no process till pursuer instruct his title to pursue, and produce his father's testament and his service as heir to him ; also denies asking Davidson to advance anything, as defender has absolute discharges thereof from the late Lord Elibank.—Ordains pursuer to instruct his title and prove the debt.—Absolves, as pursuer renounces probation.

George Wallace in Melrois sues Thomas Bowie there for Wallace v. Bowie. 14 l. borrowed in January last, and 5 l. 12 s. borrowed 4 or 5 years ago. Held as confessed, being cited by A. Phaupe ; expenses, 24 s.

Melrose, 2d November 1661, Gideon Jackson

James Hislope, merchant burges of Selkirk, sues Patrick Hislop v. Blackie. Blackie in Wolplaw for 5 l. 2 s., as balance of 13 l. and 26 s. 8 d. of expenses in a decret at pursuer's instance against him, 3 January 1657. Defender alleges all paid but 3 l. Referred to his oath, who refers back to pursuer, who depones 4 l. 16 s. 8 d.—Decerns.

Fiscal v.  
Turner.

William Edgar, portioner of Melrose, fiscal, prosecutes George Turner in Over Langshaw, for detaining a stot of John Chisholme of Craiksfuird arrested in his hands on a decret by complainer against Chisholm, and he ought to deliver the ox or stot, or 20 l. as the value thereof.—Defender depones it is worth 5 l. Decerns to pay this to the fiscal.

Law v. Smith.

Complaint by Thomas Law against James Smith in Mosshouses, who by his slothfulness of herding in 1659 and 1660 lost to James Bruntoune in Seitupe 13 'yeild yewes and ane four yeire ald wether, and sicklyke did wirrie with dogges two yeild yewes,' and the said James Brunton assigned the debt to Law. Defender ought to deliver 'for everie yew ane yew and hogge owteume with ane lambe and fyve pundis for the wedder.' Referred to defender's oath, who deponed there were five sheep lost, whereof 4 ewes and one wether, and he has a skin 'of the fyve, so there will be four loste.' The bailie modifies 40 s. apiece for three ewes and 3 l. for the wether, in compensation of all.

Trotter v.  
Turner.

Complaint by John Trotter in Eister Housbyre against George Turnour in Over Langschaw 'that quheras about the space of eight dayes since or therby the said George Turnour and the said complinar cost [exchanged] tuo meires quherof he promited to pay the said complinar ane bolle of seed oats in buite [exchange] betuixt the said persewers meir and the defenders,' but now he refuses. Defender alleges the pursuer 'upheld the beaste taucht and that he heirs by informatioun sche is not,' but refers to pursuer's oath, who deponed 'ane cleire bargane but exceptione.' Ordains to hold the bargain and deliver the oats.

Henderson v.  
Blackie.

William Henderson in Ladopmure sues Patrick Blackie in Wolplaw for 10 l. Scots, also sums of 24 s., 16 s., 10 s., due for meal, and 20 s. as balance of a fee, with six quarters of 'gray,' and a pair of white hose. Grants 10 l. for the

oats, a peck of 'umel corne meill,' a copful of oatmeal. Referred to pursuer's oath. 'Decernes conforme to the lybell for the sowmes, and within xv dayes the gray or 20 s., 16 s. for the horse.

John Johnstowne in Langschaw sues John Davidsons, <sup>Johnstone v. Davidson.</sup> son and heir of deceased James Davidsons, portioner of Blainslie, for 12 l. owing by defunct to complainer for a boll of oatmeal bought from Alison Turner, the complainer's spouse, in 1645; also 4 l. as balance of a harvest fee; 4 l. 10 s. for drink. Defunct began to repay, and delivered a boll of oats at 8 merks, so rests 15 l. 4 s. 4 d. Claim referred to defender, who refers back to pursuer, who declares the above balance resting. Decerns.

Decerns Andrew Kennidie to pay to Mark Blackie 10 l. <sup>Blackie v. Kennedie.</sup> for meal bought at Midsummer 1660, 4th diet; expenses, 13 s. 4 d.

Melrose, 16th November 1661, Gideon Jackson

Complaint by Thomas Wilson in Galashiels against Mr. <sup>Wilson v. Duguid.</sup> William Duguid, minister, portioner of Appeltreeleives, who gave Bond at Langhauch, 9 July 1661, to pursuer for 11 l. 12 s. Scots as the price of 'aucht single fulls of beire att 12 lib. the bolle, 2 singill fulls of peis att ten pundis,' to be paid 'att newcorne.' Decerns conform to the ticket; expenses, 16 s. 8 d.

Thomas Turnbull in Phairneley sues Andrew Penman <sup>Turnbull v. Penman.</sup> in Melrose for 3 firlots of oats bought and paid for by the complainer a year ago but yet undelivered. Defender denies, and refers to pursuer's oath, who deponed conform to the libel 'deduceand ane prick peeke aither aits or . . . vj lib. as it came to the boll.' Decerns for the rest.

Alexander Turnor, tailor in Galashiels, sues Andrew <sup>Turner v. Darling.</sup> Darling, eldest lawful son of Peter Darling, portioner of



Appeltreeleives, for 5 l. Scots contained in his ticket dated at Galashiels, 3 February 1659, and promised at Midsummer thereafter. Grants the debt. Decerns; with 16 s. expenses.

Slater *v.*  
Darling.

Robert Selater in Gallascheills sues Margaret Darleing in Appeltreeleivs for 12 l. as balance of price of 6 firlots of meal, promised last Midsummer. Decerns, defender absent; 20 s. expenses.

Easton *v.*  
Gibson

Complaint by James Eistoune, portioner of Lessudden, against Walter Gibsoun, portioner there, John Gibsoun, portioner there, and Margaret Young, their mother, 'wha att their awin hands contrair to the laws and statuts of this kingdome most willfullie and wittinglie did cast downe ane dyke of the complinars standing betuixt their yaird and the persewers,' and razed the foundation thereof 'and thereafter did big and ineroch upon the complinars heritage.' They ought to rebuild as it was before, and be punished conform to the act of Parliament. Moreover, they have 'biged ane tree of his within the said dyke, thinking therby to appropriat the samen to their use.' Ordains to 'take the dyke and set it quher it wes, one James Eistouns charges.'

Decreet of  
declarator,  
Easton *v.*  
Gibson.

Complaint by John Gibsoun in Lessudden and Margaret Young, widow there, his mother, against James Eistoune, portioner there, and Andrew Bryden his tenant, as follows:—Their onsteads lie contiguous, his being a husband land's tenement and theirs 'half ane lands tenement,' so he ought to have 'tuo elnes of measour and the complinar on,' but he claims and eneroaches on much more than belongs to him and molests and impedes the pursuer 'of his just pairt,' and he and his tenants cut, appropriate and dispone upon 'severall timber and trees of the complinars growand within his tenement'; so they crave march stones to be set. This and the preceding process being called, and both parties compearing, they chose

Robert Kyle, smith in Lessudden, Thomas Hunter, portioner there, Mungo Pattoun, portioner there, James Cochran, portioner there, and David Unes, officer there, to sight and report upon the question. Their report is dated at Lessudden, 12 November 1661, that they went to 'ane dyke of stones and timber' in dispute, and find 'that the whole dyke of tymber on the east side of the stone dyke' belongs to Easton, 'and the tymber on the west side of the stane dyke' belongs to Walter and John Gibson and their mother, who have 'uplifted ane part of the said dyke of stanes and set it about sume of the growing trees and upon the root of one cutted tree and does hinder the upshots of the tree roote to spread or bud owt' and they ought to be exemplarily punished, 'and hopping your Lordship will take sume course in this bussines that wee may be fred of it for wee have doon our dutie in so far as wee know, for it had not been in questioune sum four mens lyftimes as wee can aither heare or learne or ever hard of our prediccursors quhich wes beffor us.' Signed 'T. H., R. K., I. C., W. P.' in presence of witnesses, Walter Grahamslaw, John Unes, wright, and Andrew Unes, weaver in Lessudden.—16 November 1661, the bailie ratifies and decerns as in the report 'and in lyk manner decerns and ordaines the said James Eistoune to reforme and take up the dyke and place grund and stance it quher it wes of beffoir the removeall therof.' [*No mention of punishment.*]

Alexander Stoddert in Calfhill, son and heir of deceased John Stoddert in Maggiltpottes, obtained decret on 6 December 1651 against John Scheill, portioner of Ersiltoune, 'possessor of certaine landis bewest Leadder,' for 16 l. with 20 s. of expenses of plea (due to his father and in part payment whereof the defender delivered a boll of bear, at 6 l., in 1653 to the complainer). Decerns for 11 l. resting; 16 s. 8 d. exp. Stoddart v.  
Sheill.

Complaint by James Broune in Bourhous against Jean Henderson v. Hendersone, widow of Nicol Darling in Langhauch, as Brown.

follows :—The pursuer's deceased father owed her 100 merks by his Bond, and after his death, while the complainer was minor, she came to him in Lauder 'accompanied with severall persones hir accomplices of lawers and officers threatning him with horning and captione' unless he granted her a new bond in his own name for the said sum, which in his ignorance he did, whereas had he taken time to search his father's papers he would have found, and now produces, a sufficient discharge for the debt. At his granting the new bond, the defender had neither the first bond nor the diligence to give him; but now he ought to be assoilzied from both bonds, and to have delivery of 100 merks and 14 years' interest. John Bunyie, defender's procurator, craves pursuer's oath of calumny, and to find caution to answer as law will; and any discharge produced must be of the latter bond. The pursuer for answer declares that the new bond was unjustly extorted from him within 48 hours of his father's death, during his minority and 'when he could not have the advice of the master of the grund he duells into nor advice of freinds and lawers,' and he never borrowed anything from her. The fact of her having no bond or letters of caption or horning to produce to him was proof of the extortion, the debt having been previously satisfied and the papers cancelled and destroyed. The judge ordains pursuer to prove payment of the first bond by his father, and that he himself borrowed no more, and that the new bond was extorted as alleged.—William Heriot in Uxtoun, depones 'he wes informed be Mr. Robert Hart the defender's maister that he instigat and seduced the persewar to grant the band for the 100 merkes lybellit in his minoritie by threatning him with horning poynding and captioun quhich they had not,' and knows nothing of the first bond, and knows by the defender's confession in Galashiels and Longhauch at Pasch last that there was 'no pactioun, borrowing, buying nor selling betuixt the persewar and defender,' but she alleged she had a bond from the pursuer for 100 merks 'and alledgit it wes stollen from hir with severall cloaths.' James Hay in Cairthra-

mylne depones he knows nothing anent the granting of the first and last bond or threats of caption, but Janet Hendersone declared before him and several others in Langhauch at Pasch last 'scho had never nather borowing nor buying or uthers with James Browne.' James Moffit in Galashiels depones as the last. The judge 'finds no clearnes be the depositions of the witnesses examined that the sowme contained in the first band wes realie payed in money or utherwayes be the persewers father John Brown beffor his deceise to the defender Jeanet Henderson conforme to the discharge grantit be hir to him as wes offerit to be proven,' so ordains her to depone whether the sum was paid or whether her discharge was granted upon the renewing of the bond by the complainer. She depones it was never paid but is yet owing 'and wes resting att the tyme of the discharge.' Absolves defender, and ordains to put the bond in execution.

Complaint by Andrew Chisholme, portioner of Darnick, John Moss, elder and younger, portioners there, James Symsonne there, Andrew Merse, Baitscheill, Andrew Merse, 'Poole,' for themselves and the rest of the feuars 'of the quarter callit Coat yairds in Dernick,' against John Stenhous, servitor to Margaret Eilleis in Melrose, who in September last was apprehended 'cutting and away takeing severall young oakes, sauchs, allars and hissell, and barke therof,' and ought to be fined for cutting greenwood and repay the price of the wood removed. They crave act of court for preventing the like in future 'both in that or onie uther part of the grund and als for the broome and uther fewall.'—'Grantis ane act under fyve merks, the on half to the partic and the uther to the judge.'

Act anent cutting of greenwood or broom in Darnick.

Christian Maben, spouse to James Mertoun in West-houses, sues Thomas Bowie in Melrose for 3*l*. 18*s*. as balance of his fee for harvesting in 1660. Decerns as confessed.

Maben v Bowie.



Melrose, 30th November 1661, Gideon Jackson

Act in favour  
of William  
Fisher for  
pasturing  
through his  
meadows.

Complaint by William Fischer, portioner of Dernick, that several persons 'both men and women and uthers in Melrose and Dernick' make common roads and passages both on horse and foot, in summer and in winter, through his ground in Darnick called the Braidmeadow, to his prejudice; and he desired act of court. The bailie fines each person found 'pastureing throw the Braidmeadow' in future in 2 s., half to the owner of the ground and half to the bailie. To be published at the market cross of Melrose.

Melrose, 7th December 1661, Gideon Jackson

Hastie v.  
Garland.

Andrew Garland in Clarilaw complains that Margaret Heastie in Lessudden has wrongfully 'ledd and away taken tenseoir of cartfull of fuill pertaining to ane house that the complinar had taken from Mr. John Greive, price of each kairtfull 40 d.' Mr. John Greive declares the 'fouill' pertained to the defender. Absolves.

Pringle v.  
Moffat.

John Pringill in Threipwood sues John Moffit, son of Archibald Moffett in Threipwood, for 5 l. for grass maill, promised at Lammas last, and 14 s. paid out by the complainer for him to Isobel Smith. Decerns as confessed.

Fisher v.  
Cairncross.

William Fischer, fiar of Housbyre, sues William Cairncrose of Allenschawis for 20 l. Scots as the agreed-on price of a black mare bought at Midsummer two or three years ago, at least 12 l. [12 s.] of balance. Decerns as confessed, pursuer declaring 12 l. 12 s. yet due; expenses, 13 s. 4 d.

Mein v.  
Rankin.

Robert Meine, elder, mason in Newsteid, sues Margaret Rankeine, wife of John Maben in Coblehouse, for 13 l. Scots as the agreed-on price of 13 small fulls of malt at 10 l. the boll, bought in June last. Decerns conform to the libel.

Melrose, 28th December 1661, Gideon Jackson

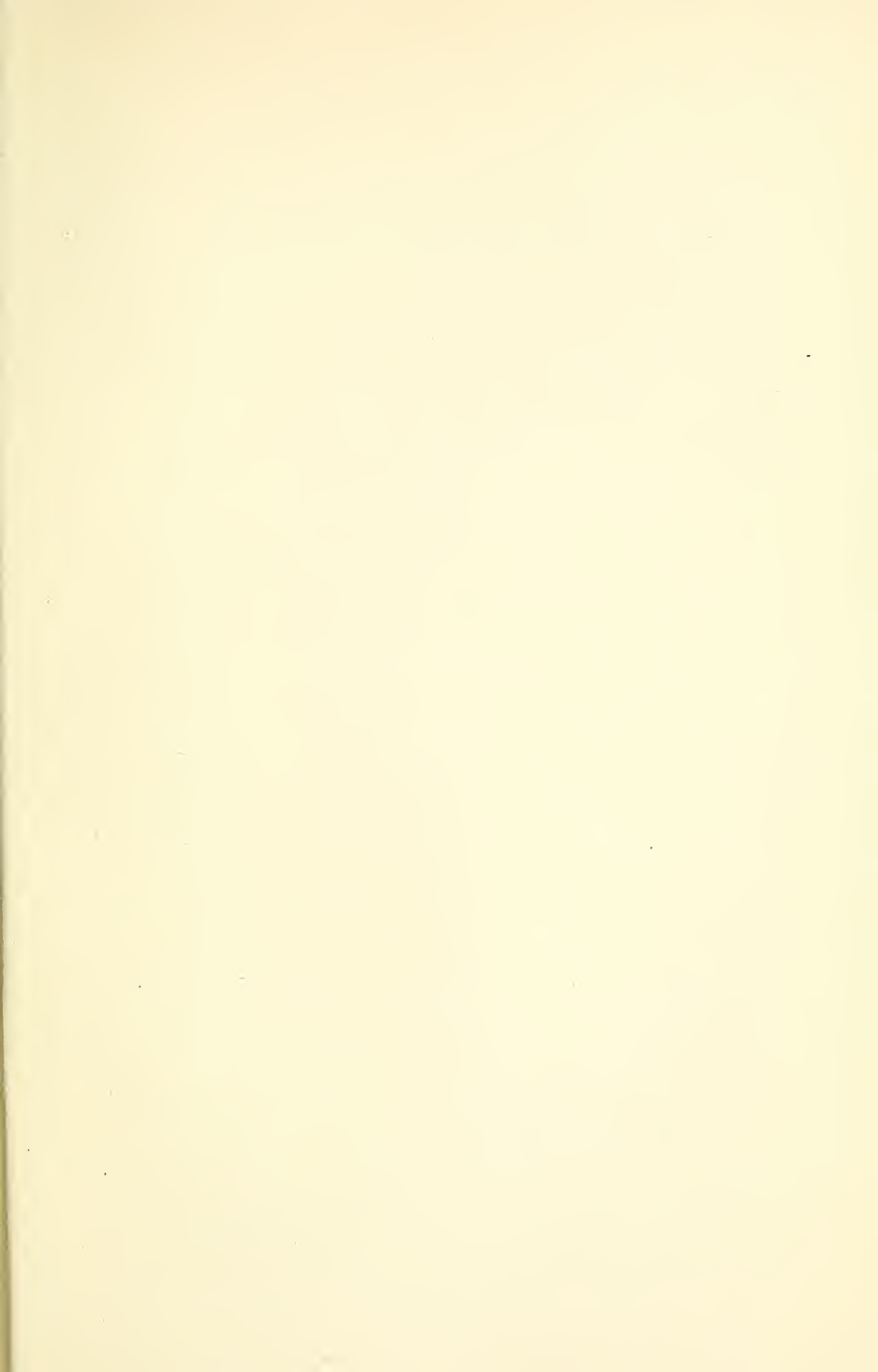
Robert Meine in Gattounsideside sues Agnes Darling, wife of Robert Ormstoune, for 10 l. Scots as the agreed-on price of certain malt bought from him at Martinmas 1660. Decerns '*ut supra*.' Mein v.  
Darling.

John Fischer of Westerhousbyre sues John Notman in Colmslie for 27 l. 2 s. as balance of price of oats, payment whereof was promised at Whitsunday last. Decerns as confessed, defender absent. Fisher v.  
Notman.

Robert Meine, younger, sues Thomas Willson for 3 l. 7 s. 6 d. for meal, and 8 s. for a thrieve of straw, and 6 s. for a day's work. Admitted to pursuer's oath, who depones as above. Principal, 4 l. 1 s. 6 d. ; expenses 6 s. Mein v.  
Wilson.

Mr. Hew Elphingstoune in Galashiels, executor confirmed to Thomas Elphingstoune there, his father, sues Alexander Reidpeth in Melrose for 7 l. contained in his father's testament. Decerns upon production of the testament. Elphinstone v.  
Redpath.









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2. The number of Members of the Society shall be limited to 400.

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6. The Society will issue yearly two octavo volumes of about 320 pages each.

7. An Annual General Meeting of the Society shall be held at the end of October, or at an approximate date to be determined by the Council.

8. Two stated Meetings of the Council shall be held each year, one on the last Tuesday of May, the other on the Tuesday preceding the day upon which the Annual General Meeting shall be held. The Secretary, on the request of three Members of the Council, shall call a special meeting of the Council.

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11. The Annual Balance-Sheet, Rules, and List of Members shall be printed.

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*For the year 1913-1914.*

10. HIGHLAND PAPERS. Vol. II. Edited by J. R. N. MACPHAIL, K.C.
11. RENTALE DUNKELDENSE; BEING THE ACCOUNTS OF THE CHAMBERLAIN OF THE BISHOPRIC OF DUNKELD, A.D. 1506-1517. Edited by R. K. HANNAY.

*In preparation.*

- SELECTIONS FROM THE RECORDS OF THE REGALITY OF MELROSE. Vol. II. Edited by C. S. ROMANES, C.A.
- LETTERS OF THE EARL OF SEAFIELD AND OTHERS, ILLUSTRATIVE OF THE HISTORY OF SCOTLAND DURING THE REIGN OF QUEEN ANNE. Edited by Professor HUME BROWN.
- REGISTER OF THE CONSULTATIONS OF THE MINISTERS OF EDINBURGH, AND SOME OTHER BRETHREN OF THE MINISTRY SINCE THE INTERRUPTION OF THE ASSEMBLY 1653, WITH OTHER PAPERS OF PUBLIC CONCERNMENT, 1653-1660.
- A TRANSLATION OF THE HISTORIA ABBATUM DE KYNLOS OF FERRERIUS. By ARCHIBALD CONSTABLE, LL.D.
- MISCELLANY OF THE SCOTTISH HISTORY SOCIETY. Third Volume.
- ANALYTICAL CATALOGUE OF THE WODROW COLLECTION OF MANUSCRIPTS IN THE ADVOCATES' LIBRARY. Edited by J. T. CLARK.
- CHARTERS AND DOCUMENTS RELATING TO THE GREY FRIARS AND THE CISTERCIAN NUNNERY OF HADDINGTON.—REGISTER OF INCHCOLM MONASTERY. Edited by J. G. WALLACE-JAMES, M.B.
- RECORDS RELATING TO THE SCOTTISH ARMIES FROM 1638 TO 1650. Edited by C. SANFORD TERRY.
- PAPERS RELATING TO THE REBELLIONS OF 1715 AND 1745, with other documents from the Municipal Archives of the City of Perth.
- THE BALCARRES PAPERS.

# REPORT OF THE TWENTY-SIXTH ANNUAL MEETING OF THE SCOTTISH HISTORY SOCIETY

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THE TWENTY-SIXTH ANNUAL MEETING OF THE SOCIETY was held in Dowell's Rooms, Edinburgh, on Saturday, 30th November 1912,—Professor Rankine in the chair.

The SECRETARY read the Report of the Council as follows :—

During the past year seventeen members have died, and six have resigned.

The filling up of vacancies has exhausted the list of applicants for Membership.

The volumes issued since last General Meeting are :—

1. *The Household Book of Lady Grisell Baillie*, edited by R. Scott-Moncrieff.

2. *Seafield Correspondence from 1685 to 1708*, edited by James Grant, LL.B.

These form part of the issue for 1909-1910. The other book promised for that year, *Miscellaneous Narratives relating to the '45*, is not quite ready for issue, but is expected shortly to be in the hands of the index-maker.

The first issue for 1910-1911, *Accounts of the Chamberlains and Granitars of Cardinal David Beaton*, is in type, the preface is at press, and the index in preparation. The other, *Baillie John Stewart's Letter-Book*, has been delayed by other engagements of its learned editor, but he hopes to send it to press before long.

For 1911-1912, *Wariston's Diary*, volume ii., is at press; as is also a volume of *Miscellaneous Documents relating chiefly to the Highlands, from the Gregory MSS. and other sources*, edited by J. R. N. Macphail, K.C., which it is proposed to issue for that year instead of the third volume of the Society's *Miscellany*.

For the year 1912-1913 it is proposed to issue—

1. *Records of the Earldom of Orkney*, edited by J. Storer Clouston.

2. *Selections from the Court Books of the Regality of Melrose*, edited by C. S. Romanes, C.A.

The preparation of the General Index to the first series of the Society's publications, a laborious undertaking, is making good progress.

It will be seen that the work of the Society is still seriously in arrear. But there is good ground to anticipate that more rapid progress will be made during 1912-1913.

The Members of Council retiring by rotation are Sheriff Scott-Moncrieff, Professor Hume Brown, and Mr. W. K. Dickson. It is recommended that the two latter be re-elected, and the remaining vacancy filled up by the appointment of Mr. J. R. N. Macphail, K.C.

The Accounts of the Hon. Treasurer, of which an abstract is appended hereto, show that the balance in the Society's favour on 10th November 1911 was £643, 1s. 3d., the income for 1911-1912, £541, 12s. 4d., the expenditure, £334, 6s. 7d., and the credit balance on 11th November 1912, £850, 7s.

In moving the adoption of the report, the Chairman expressed the hope that good progress would be made to overtake the arrears of the present year. With regard to the future, he could not speak personally about 'Bailie John Steuart's Letter Book,' and had only slight knowledge of 'Wariston's Diary.' Of the other books mentioned, two had been put in his hands, both most interesting, of which, perhaps, a little should be said. One of them was 'The

Accounts of the Chamberlains and Granitars of Cardinal David Beaton.' The introduction he had found to be of great interest. It was an account of the state of the heritable property of the Archbishops of St. Andrews just shortly before the Reformation. The other book was to him of still greater interest. It was entitled *Miscellaneous Narratives Relating to the Forty-five*, but Mr. Blaikie had told him the title of the book was to be *Origins of the Forty-five and other Narratives connected with the Last Jacobite Rising*. The first item in the volume was a set of somewhat mutilated papers written by John Murray of Broughton, secretary to Prince Charles, which were picked up after Culloden. They were of much earlier date than the papers edited for the Society by Mr. Fitzroy Bell, and by means of them, supplemented by documents in the French Foreign Office, Mr. Blaikie had been able to explain the somewhat obscure plottings that took place in Great Britain and the Continent between the years 1737 and 1744. This was followed by contemporary memoirs written by parish ministers, one describing the Highlands at the epoch of the rising; a second gave an account, with many details nowhere else recorded, of what happened in Ross and Sutherland; and the third gave an account of the rising in Aberdeenshire, with a great amount of detail, which should be particularly interesting to many families still existing in Aberdeenshire, for so much information about their predecessors. A narrative of John Daniel, an Englishman and a captain in the Prince's Life Guards, was printed from an MS. belonging to Lord Ancaster. This narrative had been occasionally referred to by historical writers on the '45, but had never before been printed, and was full of interest. Then came the story of Neil Maceachain, the father of Maréchal Macdonald, Duke of Tarentum, Napoleon's General. Maceachain had been placed by Clanranald in the service of Prince Charles during the time he was concealed in the Outer Hebrides. It was he who guided the Prince on some of his tramps, and also accompanied him and Flora Macdonald 'over the seas to Skye.' Maceachain told the story of Prince Charles's doings from the time he arrived in Benbecula, eleven days after the Battle of Culloden, until his arrival in Skye with Flora Macdonald two months later. There was also a long account of the conduct of the Laird of Grant, which was really an apology for his somewhat dubious attitude during the rising. This was followed by a narrative of sundry services performed and expenses incurred by



Walter Grosett, who was in the secret service of the Government ; it gave, in great detail, interesting events connected with Edinburgh from September 1745 until the arrival of the Duke of Cumberland. The last paper in the volume was in some ways the most interesting. It was the official report of the Marquis d'Eguilles, the envoy sent by Louis xv. to Prince Charles, and who accompanied him throughout the whole expedition, and became prisoner of war after Culloden. As this report was addressed personally to the French King it was of great historical value. Perhaps the most interesting item in the report was that in which the envoy described his interview with Prince Charles on the eve of Culloden, and it set at rest for ever the historical dispute, which much embittered Jacobites at the time, as to who was responsible for fighting that action. D'Eguilles informed us that it was Prince Charles himself, who, scorning to turn his back on the Duke of Cumberland for a single day, determined to fight the battle in spite of all advice from his followers.

The report was adopted, and a vote of thanks given to the Chairman.

# ABSTRACT OF THE HON. TREASURER'S ACCOUNTS.

*For the Year ending 11th November 1912.*

## I. CHARGE.

### I. Balance from previous year—

(1) In Bank on Deposit Receipt, £600	0	0	
(2) In Bank on Current Account, 43	1	3	
			£643 1 3

### II. Subscriptions, viz.—

(1) 400 Subscriptions for			
1911-1912, . . .	£420	0	0
2 in arrear for 1909-1910, . . .	2	2	0
11 in arrear for 1910-11, . . .	11	11	0
8 in advance for 1912-1913, . . .	8	8	0
			£442 1 0
Less 20 in arrear and 3 in advance for 1911-1912, . . .	24	3	0
			417 18 0
(2) 91 Libraries, . . .	£95	11	0
3 in arrear for 1910-1911, . . .	3	3	0
			£98 14 0
Less 4 in arrear and 1 in advance for 1911-1912, . . .	5	5	0
			93 9 0
III. Copies of previous issues sold to New Members, . . .	11	11	0
IV. Cheque Bank Final Dividend, . . .	0	2	0
V. Interest on Deposit Receipts, . . .	18	12	4
Sum of Charge, . . .	£1184	13	7

## II. DISCHARGE.

## I. Incidental Expenses—

(1) Printing Cards, Circulars, and Reports, . . . . .	£8	3	9
(2) Stationery, and Receipt Book, . . . . .	1	6	6
(3) Making-up and delivering Publications, . . . . .	20	14	8
(4) Postages of Secretaries and Treasurer, . . . . .	4	1	5
(5) Clerical Work and Charges on Cheques, . . . . .	3	0	9
(6) Publications Purchased, . . . . .	4	4	0
(7) Hire of room for Annual Meeting, . . . . .	1	6	0
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		£42	17 1

II. *Seafield Correspondence, 1685-1708—*

Composition, Printing, and Paper, . . . . .	£122	12	0
Proofs and Corrections, . . . . .	62	18	6
Engraving Portrait, Earl of Seafield, . . . . .	4	15	0
Binding Stamps, and Binding 540 Copies at 8d., . . . . .	18	13	6
Indexing, . . . . .	5	15	0
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	£214	14	0

Less paid to account,

October 1910, £41 7 0

Less paid to account,

October 1911, . 94 16 0

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136 3 0

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78 11 0

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Carry forward, . . . . . £121 8 1

	Brought forward, . . . .	£121	8	1
III.	<i>Miscellaneous Narratives relating to the '45.</i>			
	Expense to date—			
	Composition, . . . .	£58	13	6
	Corrections, . . . .	33	18	6
		<hr/>		
		£92	12	0
	Less paid to account, October			
	1910, . . . .	39	12	6
		<hr/>		
			52	19 6
IV.	<i>Accounts of the Chamberlains and Granitars of</i>			
	<i>Cardinal Beaton, 1539-1546. Expense to</i>			
	<i>date—</i>			
	Composition, . . . .	£39	17	0
	Corrections, . . . .	12	16	0
		<hr/>		
			52	13 0
V.	<i>Melrose Regality Books—</i>			
	Transcribing, . . . .		15	5 0
VI.	<i>Orkney and Shetland Writs—</i>			
	Transcribing and translating, . . . .		37	6 0
VII.	<i>Assembly Commission Records—</i>			
	Transcribing and collating, . . . .		54	15 0
VIII.	Balance to next account—			
	(1) On Deposit Receipt, . . . .	£800	0	0
	(2) On Current Account, . . . .	50	7	0
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			850	7 0
	Sum of Discharge, . . . .	£1184	13	7
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EDINBURGH, 28th November 1912.—Having examined the Accounts of the Hon. Treasurer of the Scottish History Society for the year ending 11th November 1912, of which the foregoing is an Abstract, we find the same to be correctly stated, and sufficiently vouched,—closing with a balance of £850, 7s. in Bank, whereof £800 is on deposit receipt and £50, 7s. is on current account.

RALPH RICHARDSON, *Auditor.*

WM. TRAQUAIR DICKSON, *Auditor.*







